

Revision No. 4, dated Jun 13, 2023

Flowdown Attachment

RIS FDA-2021.0769

Delivery Order Contract No.: H98230-21-D-0025-0001

IDIQ Contract No.: H98230-21-D-0025

DPAS Rating: DO-A7

If the Purchase Order on date of award is valued at or above the threshold specified in FAR 19.702(a), located at <https://www.acquisition.gov/far/19.702>, and is not for commercial items, the following applies:

In order to meet the requirements of FAR 52.219-9 or DFARS 252.219-7004, the Seller agrees to provide a Small Business Subcontracting Plan prior to the award of a Purchase Order. The referenced plan should contain goals for subcontracting with small businesses, small, disadvantaged businesses, woman-owned small business, historically under-utilized small business, veteran owned and service-disabled veteran owned businesses in accordance with the plan requirements outlined in FAR 52.219-9 or DFARS 252.219-7004.

In addition, the Seller must submit an Individual Subcontracting Report (ISR) via the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>) on a semi-annual basis for reporting periods ending on March 31st and September 30th. Reports are due no later than 30 days after the close of each reporting period.

Email for Seller's official acknowledging or rejecting the ISR: ris.esrs@raytheon.com
(Seller must include contractor official on the ISR report email notification)

The following customer contract requirements apply to this Order or Purchase Order to the extent indicated below and are hereby incorporated into the Order or Purchase Order by full text or by reference with the same force and effect as if they were given in full text. Upon Supplier's or Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR or DFARS provision or clause may be accessed electronically at these addresses: <https://www.acquisition.gov/dfars/part-252-solicitation-provisions-and-contract-clauses> or <https://www.acquisition.gov/far/>:

Whenever necessary to make the context of the Clauses applicable to the Order or Purchase Order, the term "Contractor" or "Offeror" shall mean "Supplier" or "Seller", "Subcontractor" shall mean "Seller's Subcontractor", the term "Contract" shall mean the Order or Purchase Order, and the term "Government", "Contracting Officer" and equivalent phrases shall mean Buyer, except the terms "Government" and "Contracting Officer" do not change: (a) in the phrases, "Government Property", "Government-Furnished Property", and "Government-Owned Property", (b) in the patent Clauses if incorporated herein, (c) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2, (d) when title to property is to be transferred directly to the Government, (e) when access to Proprietary Information is required, except as specifically otherwise provided herein, and (f) where specifically modified herein. Supplier or Seller shall incorporate into each lower-tier subcontract placed in support of the Order or Purchase Order all applicable Clauses in accordance with the flowdown requirements specified in each such Clause. If any of the following clauses do not apply to this Order or Purchase Order, such clauses are considered to be self-deleting.

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SPECIAL CONTRACT REQUIREMENTS:

SECURE TELECOMMUNICATION REQUIREMENTS

(Applicable to all Purchase Orders that involve access to classified information or sensitive unclassified, Government or Government derived information.)

(U//FOUO) Secure telecommunications are required as this contract involves access to classified information or sensitive unclassified, Government or Government derived information at the contractor facility. These requirements apply to the use of Government contractor telecommunications equipment over which classified information or sensitive unclassified Government or Government derived information is transmitted.

(U) The following definitions apply:

(U//FOUO) Telecommunications: Preparation transmission, communication, or related processing of electrical, electromagnetic, electromechanical, electrooptical or electronic means.

(U//FOUO) "Government Contractor" telecommunications: Voice and data telecommunications between or among Federal Government Agencies and their contractor/subcontractors. This includes management information processing systems and local data networks.

(U//FOUO) "Secured" means the application of communications security (COMSEC) equipment, devices or techniques to telecommunications or information processing systems over which classified information is transmitted.

(U//FOUO) "Protected" means the application of National Security Agency (NSA) approved protection equipment, devices or techniques to contractor or telecommunications over which sensitive unclassified, Government or Government derived information is transmitted.

(U//FOUO) "Sensitive unclassified, Government or Government derived information" is defined as any information, the loss, misuse or unauthorized access to, or modification of which might adversely affect the U.S. national interest, the conduct of DoD programs or the privacy of DoD personnel.

(U//FOUO) A COMSEC account is required for this contract. The NSA Central Office of Record has primary responsibility for auditing all COMSEC material held in this account. NSA will ensure that all Government contractor secure telecommunications facilities are operated in accordance with NSA requirements.

(U//FOUO) The contractor or subcontractor shall comply with NSA/CSS Policy Manual 3-16 dated 5 August 2005.

(U//FOUO) Equipment, devices, techniques and services required for securing or protecting contractor telecommunications will be acquired only from sources listed in the NSA Information Systems Security Products and Services Catalog. Contractors shall comply with the STU III Doctrine or other appropriate doctrine.

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(U//FOUO) Keying materials required for the operation of secured and protected telecommunications systems will be furnished by the government. A Defense Courier Service account may be required for shipment of this material.

(U//FOUO) The prime contractor shall include requirements that conform to this DD254 in all subcontracts that require secured or protected equipment or services.

(U//FOUO) COMSEC incidents will be reported as follows: The contractor shall make an immediate telephonic notification to NSA of any incident or violation of COMSEC requirements. Notification will be made to the Office of COMSEC Insecurities on (410) 854-6811. Violations or possible compromises of COMSEC information should also be reported to A5 I 3 I at (443) 479-1069 or the NSA Security Operations Command Center, Security Duty Officer at (301) 688-6911. A follow-up written report is required and shall be appropriately classified. Specific guidance as to proper classification will be provided by NSA. The report shall be submitted to the Contracting Officer, ATTN: B38 and the appropriate Defense Security Service (DSS) Cognizant Security Office. If accountable COMSEC material is involved, the Central Office of Record will also be provided a copy of the report.

(U//FOUO) Clarification and guidance for COMSEC requirements may be directed to the NSA Account Registration and Management at (301) 688-8110.

SCI OUT-OF-HOUSE CONTRACTS

(Applicable to all Purchase Orders.)

(U//FOUO) Classified material released under this contract does not become the property of the contractor and can be withdrawn by the National Security Agency (NSA) at any time. Upon expiration of the contract, all classified materials released to the contractor and all other materials of any kind incorporating data from such classified materials will be returned to the NSA for final disposition. A certificate of destruction in lieu of the material will suffice when the material has been destroyed, at the direction of or under the supervision of the Contracting Officer (CO) or his designated representative.

(U//FOUO) Non-U.S. citizens, to include immigrant aliens, are not authorize access to any portions of this contract, proposal or study without express written approval from NSA, Industrial and Acquisition Security (A5 I 3).

(U//FOUO) Contractors will maintain such records as will permit them to furnish on demand the names of individuals whom have, or have had, access to classified material in the custody of the contractor.

(U//FOUO) Reproduction of any material released to the contractor by NSA requires approval of the Contracting Officer's Representative (COR).

(U//FOUO) Contractor employees may not carry any classified material on commercial aircraft without the permission of the CO or his designated representative.

(U//FOUO) The contractor will not release classified material to any activity or individual of the contractor's organization not directly engaged in providing services under the contract or to another contractor (including a subcontractor), government agency, private individual, or organization without the written consent of the



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CO. In the event that consent for such a release is requested, the CO will verify that the proposed recipient has both appropriate clearance and need-to-know.

(U//FOUO) All TOP SECRET and Sensitive Compartmented Information (SCI) material related to this contract will be transmitted via the Defense Courier Service unless alternate means of transportation are approved.

(U//FOUO) NSA has security cognizance over the SCI portion of this contract and the SCIF. DSS has security cognizance over any classified activities performed outside the SCIF to include contractor compliance with the National Industrial Security Program.

(U//FOUO) No references to SCI access or programs, even by unclassified acronyms, nor general statements of involvement in SCI activities may be made either written or orally in advertising, promotional efforts or recruitment for employees. This restriction also applies to information provided to stockholders or contained in company brochures and similar material.

(U//FOUO) Technical information on file at the Defense Technical Information Center (DTIC) will be made available to the contractor if the contractor requires such information. The CO or his duly authorized representative will certify on a DD Form-1540, Registrations for Scientific and Technical Information Services, and the field of interest relating to the contract work. Contractor generated technical reports will bear the statement "Not Releasable to the Defense Technical Information Center per DoD Instruction 3200.12."

(U//FOUO) When a Permanent Change of Station (PCS) assignment is required, contractor personnel and accompanying dependents, at the discretion of the government, may be required to undergo psychological screening interviews.

(U//FOUO) Please refer to NSA/CSS Classification Manual 1-52, Issue Date: 10 January 2018 for information regarding to classification, declassification markings for all contracts.

(U) The following documents apply to this contract:

(U//FOUO) Classification guidance will be provided by COR

(U//FOUO) Director of Central Intelligence Directive (DCID) 6/6, dated 11 July 2001 is still in effect for sections V-X and Annexes A and B but ICD 710 effective 11 Sep 09 replaces sections I-IV and sections XI-XVI
(U//FOUO) Executive Order 13526, Classified National Security Information, dated 29 Dec 2009 (U//FOUO) DoD 5220.22-M, National Industrial Security Program Operating Manual, dated 28 February 2006

(U//FOUO) NSA/CSS Policy 5-25, Hand-Carrying Classified Material, dated 16 December 2014

(U//FOUO) ICD 503, Intelligence Community Information Technology Systems Security Risk Management, Certification and Accreditation (Effective 15 September 2008) This Directive rescinds Director of Central Intelligence Directive (DCID 6/3) except for ANNEX E.

(U//FOUO) Personnel Security Requirements for Contractor Access to NSA/CSS Sensitive Compartmented Information, dated January 2020 (Blue Book).

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(U//FOUO) ICD 701 Security Policy Directive for Unauthorized Disclosures of Classified Information. (Effective: 14 March 2007)

(U//FOUO) ICD 703 Protection of Classified National Intelligence, Including Sensitive Compartmented Information (Effective: 21 June 2013)

(U//FOUO) ICD 704, Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information and Other Controlled Access Program Information (Effective: 01 Oct 2008)

(U//FOUO) ICD 705, Sensitive Compartmented Information Facilities (Effective 26 May 2010) This Directive rescinds Director of Central Intelligence Directive (DCID 6/9)

(U//FOUO) ICD 710, Classification and Control Markings System, (Effective: 11 September 2009)

(U//FOUO) DCID 1/20, Security Policy Concerning Travel and Assignment of Personnel with Access to Sensitive Compartmented Information, effective 29 December 1991

(U//FOUO) NSA/CSS Policy 5-18, Security Requirements for Foreign Travel, dated 14 September 2006 (Revised 16 April 2015)

(U//FOUO) NSA/CSS Classification Manual 1-52, Issue Date 10 January 2018

(U//FOUO) NSA/CSS Policy 3-22, NSA/CSS Technical Security Program, dated 24 June 2013

(U//FOUO) NSA/CSS Policy 5.23, Physical Security Requirements for Controlled Areas, dated 20 May 2013

(U//FOUO) NSA/CSS Policy 6-1, Management of NSA/CSS Global Enterprise Information Technology Assets, 4 March 2015

(U//FOUO) NSA/CSS Policy 6-3, NSA/CSS Operational Information Systems Security Policy, dated 7 March 2014

(U//FOUO) NSA/CSS Policy Manual 6-3, Chapter Two, Information System User and Supervisor Responsibilities, dated 29 October 2013

(U//FOUO) NSA/CSS Policy 6-4, Contractor Use of NSA/CSS Information Systems, Issue Date 22 October 2013, Revised 18 May 2015

(U//FOUO) NSA/CSS Policy 6-5, Distribution, Control, Accountability, and Use Portable Computing Devices, Issue Date: 17 November 2008, revised 5 Aug 2016

(U//FOUO) NSA/CSS Policy 6-6, Use of Unclassified Information Systems Such as the Internet, dated 30 September 2004, revised 27 May 2015

(U//FOUO) NSA/CSS Policy 6-18, Cable Implementation, dated 4 September 2013

(U//FOUO) Installation within a contractor facility of NSA Net or other information systems reliant upon the NSA IT infrastructure must comply with NSA/CSS Policy 6-26, MONITORING NSA/CSS GLOBAL CRYPTOLOGIC ENTERPRISE NETWORKS, dated 11 October 2011, revised 9 January 2014

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(U//FOUO) When the DD254 is for a COMSEC contract, the following DD254 additional references and paragraphs will be included on the attachment:

(U//FOUO) NSA/CSS Policy Manual 3-16, Control of Communications Security (COMSEC) Material, dated 23 January 2015

(U//FOUO) NSA/CSS Policy 3-21, Access to Classified Cryptographic Information, dated 18 October 2004

(U//FOUO) NSTISSP No. 8, National Policy Governing the Release of Information Systems Security (INFOSEC) Products or Associated Infosec Information to Foreign Governments, dated 13 February 1997

(U//FOUO) Contractor and subcontractor personnel, as well as individuals who are consultants to the contractor or its subcontractors, with access to certain specified classified cryptographic information or materials, or to spaces where such classified cryptographic information or materials are produced, processed or stored shall be subject to requirements set forth in NSA Policy 3-2 I. The Contractor Security Official shall notify such personnel that they are subject to this requirement and shall provide the CO written confirmation that this notice was provided within 90 days of the effective date of this DD254.

(U//FOUO) Unless Controlled Cryptographic Items (CCIs) are being produced, all material created from the pattern generation tape, whether immediate or end product, shall be afforded the same protection as the pattern generation tape. The contractor or subcontractor shall ensure that an appropriate classification marking is affixed to each item in a manner that affords the item sufficient protection. Reticules, masters and submasters, working plates, blowbacks, and any other material created from the pattern generation tape or its derivative shall be marked with the appropriate classification and shall be controlled within the "in-process" accounting system as specified in NSNCSS Policy Manual 3-16. Depending on the process used for the fabrication of CCI products, reticules and other materials produced from the pattern generation tape or its derivatives shall be marked to reflect either a classification or a CCI designation, as appropriate. Such material shall also be controlled within the "in-process" accounting system.

(U//FOUO) Contractor/subcontractor-generated documents, both classified and unclassified, shall not be released to Defense Technical Information Center (DTIC). They shall bear the statement "Not Releasable to the Defense Technical Information Center per DoD Directive 3200.12."

(U//FOUO) Any external view or photographs of end item hardware, when all covers are in place, shall be unclassified, but the information shall be restricted as FOR OFFICIAL USE ONLY. This information will not be published without prior approval of the CO.

(U//FOUO) All classified COMSEC documents (drawings, reports, test data, correspondence, etc.,) originated by the contractor or subcontractor shall not be disclosed to foreign nationals and must be marked NOFORN. Director, NSA, as specified in NSTISSP No. 8, must approve release of those documents that need to be shared with foreign governments. Documents approved for release to a foreign government shall be marked "REL to US and (insert name of specified country) ONLY". Documents will also bear the caveat "COMSEC MATERIAL - Access by Contractor Personnel Is Restricted to U.S. Citizens Holding Final Government Clearance."

(U//FOUO) Classified and COMSEC wastepaper should be destroyed daily. Burning or use of an approved destruction device as identified in CNSS Instruction No. 4004, dated August 2006, with amended ANNEX B (24 October 2008) may destroy COMSEC paper material. Classified and CCI hardware production scrap shall be

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disposed of at intervals not exceeding six months. The contractor may be authorized to return all production waste of classified microcircuits and hybrids to NSA COMSEC Account 880099 for destruction. Instructions for the destruction of classified and CCI waste hardware material will be provided by the CO.

(U//FOUO) Unpopulated (bare) COMSEC printed wiring boards that bear a security classification marking may be handled as unclassified. Upon mounting of the first classified component, the board shall be handled as a classified COMSEC printed wiring assembly.

(U//FOUO) Any development, emulation, study or proposal concerning a COMSEC system, equipment, software or firmware, shall be submitted through the CO to the Deputy Director for Information System Security, NSA. Such efforts require NSA review if they are based directly or indirectly on information gained during performance of a U.S. COMSEC contract; are derived from a U.S. approved cryptosystem or other COMSEC experience; or when it can be inferred from the information revealed in the effort, regardless of the availability of such information in open literature. The subject matter will be evaluated by NSA to determine whether it is protected by statute. The contractor shall inform each employee having COMSEC access of this NSA review requirement. While waiting completing of the review, the information will be safeguarded as described in NSA/CSS Policy Manual

(U//FOUO) The contractor/subcontractor shall not divulge to any individual, company, organization, or other U.S. Government department or agency any information, classified or unclassified, pertaining to the design or capabilities of COMSEC or communications protection systems or equipment being developed, produced, purchased or provided as government furnished equipment (GFE) under this or any other NSA contract unless prior NSA approval is obtained.

(U//FOUO) Additional requirements for contractors handling classified operational keying material marked CRYPTO are provided in NSA/CSS Policy Manual 3-16. Access to such material is restricted to those individuals approved by NSA.

(U//FOUO) A Closed Area as defined in NSA/CSS Policy Manual 3-16 is required for this contract. A list of all individuals (visitors, contractor or government personnel) who access the Closed Area shall be maintained during the contract. Disposition instructions for the access list will be provided by the CO.

(U//FOUO) This contract requires the establishment and implementation of No-Lone Zone (NLZ) procedures, which preclude single person access to designated areas. NLZ requirements are specified in NSA/CSS Policy Manual 3-16, paragraph 86. More information can be found in Annex E page E-10 and Annex E page E-13 (see the NOTE under TPI definition). The contractor shall ensure that the company Standard Practice Procedures (SPP) manual includes security provisions implementing the NLZ requirement.

CONTRACT DATA REPORT

BUYER and its suppliers, subcontractors, or lower tiered suppliers or subcontractors are required to submit Contract Data Reports for Services Type Contracts. The Exhibit B identified below outlines the requirements for submitting the reports.

Refer to, ***"RIS Exhibit B-2021.0769, H98230-21-D-0025-0001, Data Item Description DI-FNCL-90157 Contract Data Report, dated 13 July 2016"***

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B.2 LEVEL OF EFFORT – CONTRACTS

(Applicable to all Purchase Orders.)

(a) Level of Effort: The contractor agrees to provide the Government with **TBD** Hours of Direct Labor (including an Uncompensated Overtime Hours and Subcontractor Direct Labor Hours) in performance of the technical requirements and delivered within the Estimated Costs obligated in this contract.

(b) Labor Categories: The composition of the Level of Effort shall consist of professional labor to include a mix of approved Labor Categories (LCATs):

Labor Category	From	By	To
Total			
Labor			
Material			
Travel			
ODC			
Fixed Fee			
TOTAL CPFF			

(Option 1 (6 May 2023 – 31 October 2023))

(c) Contractor Management: The level of effort for this contract shall be expended and managed by the Contractor, and may fluctuate throughout the contract period, to best satisfy technical objectives. However, the Contractor shall ensure that, 1) the Total Level of Effort are not expended prior to the expiration of the period of performance, and 2) the Total Costs do not exceed the overall Estimated Costs Obligated.

(d) Acceleration of LOE Expenditure: If, during contract performance, the Contractor accelerates the expenditure of direct labor hours to such an extent that the total hours of effort specified above would be exhausted prior to the expiration of the period performance, the Contractor shall notify the Contracting Officer in writing. The notification shall include the rationale for the future acceleration required, the probable benefits that would result, and the cost impact, if any, of such a change in the premature expenditure of the Level of Effort. When such acceleration is required, the Government will request that the Contractor submit a certified cost or pricing data proposal and a negotiated agreement shall be formalized by contract modification. The Contractor shall not accelerate any effort until receipt of written approval by the Contracting Officer.

(e) Direct Contribution: Effort performed in fulfilling the total level of effort specified above shall only include effort in direct support of this contract and shall not include effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status,

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truncated lunch periods, work (actual or inferred) at other non-approved work locations, or other effort which does not have specific and direct contribution to tasks described herein.

(f) Final Fee Adjustment: Within 60 days after completion of the contract period of performance, the Contractor shall submit to the Contracting Officer an accounting of the performance of the contract. All submissions shall include total costs incurred and the total level of effort expended by both Prime and all Subcontractors. The Contracting Officer will determine any reduction to the fee of the contract.

(End of Clause)

FAR AND DFARS CLAUSES INCORPORATED BY REFERENCE FROM THE IDIQ:

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
52.203-13	Contractor Code of Business Ethics and Conduct (Jun 2020)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, (i) that have a value more than \$6 million; and (ii) that have a performance period of more than 120 days. (In Paragraph (b)(3)(i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change, in Paragraph (b)(3)(ii) the meaning of "Government" does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of "OIG of the ordering agency", "IG of the agency" "agency OIG" and "Contracting Officer" do not change.	X	X
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6.	X	X
52.219-9	Small Business Subcontracting Plan (Nov 2007)	Applicable to Orders that are expected to exceed the threshold identified in FAR 19.702(a) on the date of subcontract/Order award and to Orders to the extent that the work under the Order will be performed in the United States or its outlying areas or Seller is recruiting employees in the United States or its outlying areas to work on the Order. Not applicable to Orders for commercial items.		X

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Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
52.219-9	Small Business Subcontracting Plan (Nov 2007) - Alternate II (Oct) 2001	Applicable to Orders that are expected to exceed the threshold identified in FAR 19.702(a) on the date of subcontract/Order award and to Orders to the extent that the work under the Order will be performed in the United States or its outlying areas or Seller is recruiting employees in the United States or its outlying areas to work on the Order. Not applicable to Orders for commercial items.		X
52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)	Applicable to all Orders when Seller's performance includes performance in area subject to prevailing wage determinations and / pr is subject to collective bargaining agreements.	X	X
52.222-44	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (May 2014)	Applicable to all Orders when Seller's performance includes performance in area subject to prevailing wage determinations and / pr is subject to collective bargaining agreements.	X	X
52.222-50	Combating Trafficking in Persons (Oct 2020)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, except that the requirements in paragraph (h) of the clause apply only to (i) supplies that are other than commercially available off-the-shelf items that are acquired outside the United States, or for services to be performed outside the United States, and (ii) that exceed \$550,000 in value.	X	X
52.222-54	Employment Eligibility Verification (Oct 2015)	Applicable to all Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500; and (iii) includes work performed in the United States. Foreign Sellers: "United States" means the 50 States, the District of Columbia, Puerto	X	X

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Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
		Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.		
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	Applicable to all Orders that provide for performance on a Federal facility per the terms of the clause.	X	X
52.223-6	Drug-Free Workplace (May 2001)	Applicable to Orders except when (i) the value of the acquisition is at or below the Simplified Acquisition Threshold, however, the requirements shall apply to contracts of any value awarded to an individual; (ii) the Order is for the acquisition of commercial items; or (iii) performance or partial performance will be outside the United States and its outlying areas.		X
52.227-1	Authorization and Consent (Jun 2020) - Alternate I (Apr 1984)	Applicable to all Orders over the Simplified Acquisition Threshold when the primary purpose of Seller's work is research and development, excluding construction or a architect-engineer work.	X	X
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	Applicable to all Orders involving EULA, TOS, or similar software agreement.	X	X
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, with small business concerns, including Orders with small business concerns for the acquisition of commercial items.	X	X
52.243-2	Changes-Cost-Reimbursement (Aug 1987) - Alternate V (Apr 1984)	Applicable to cost-reimbursement Orders.	X	X
52.244-6	Subcontracts for Commercial Items (Nov 2020)	Applicable to all Orders.	X	X
52.245-1	Government Property (Jan 2017)	Applicable to all Orders when Government property is acquired or furnished (see PT-001).	X	X
52.251-1	Government Supply Sources (Apr 2012)	Applicable to Orders when Buyer flows express authorization for Seller to use	X	X

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Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
		Government Supply Sources.		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements (Nov 2020)	Applicable to all Orders, including those using FAR part 12 procedures for the acquisition of commercial products and commercial services, except for those that are solely for the acquisition of COTS items.	X	X
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (May 2019)	Applicable to Orders over \$35,000.	X	X
252.223-7004	Drug-Free Work Force (Sep 1988)	Applicable to Orders except when (i) performance or partial performance will be outside the United States and its outlying areas. (ii) the value of the acquisition is at or below the Simplified Acquisition Threshold, or (iii) the Order is for Commercial Items.		X
252.225-7012	Preference for Certain Domestic Commodities (Dec 2017)	Applicable to all Orders.	X	X
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 2016)	Applicable to all Orders requiring the delivery of technical data.	X	X
252.227-7039	Patents--Reporting of Subject Inventions (Apr 1990)	Applicable to all Orders for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.		X
252.235-7004	Protection of Human Subjects (Jul 2009)	Applicable to all Orders that may include research involving human subjects. This clause does not apply to subcontracts that involve only the use of cadaver materials.		X
252.235-7010	Acknowledgment of Support and Disclaimer (May 1995)	Applicable to all Orders for research and development.		X
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013)	Applicable to all Orders that require Seller personnel to interact with detainees in the course of their duties.	X	X

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Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
252.239-7000	Protection Against Compromising Emanations (Oct 2019)	Applicable to all Orders involving information technology that requires protection against compromising emanations.	X	X
252.239-7001	Information Assurance Contractor Training and Certification (Jan 2008)	Applicable to all Orders involving Seller performance of information assurance functions as described in DoD 8570.01-M.	X	X
252.246-7008	Sources of Electronic Parts (May 2018)	Applicable to all Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer.	X	X
252.251-7000	Ordering From Government Supply Sources (Aug 2012)	Applicable to Orders when (i) Seller's performance is listed on a Government Supply Source list and (ii) such performance may be purchased pursuant to Government authorization and (iii) Buyer expressly includes such authorization via order specific text on the Order.	X	X

SPECIAL AGENCY CLAUSES INCORPORATED BY FULL TEXT:**352.216-9002 LEVEL OF EFFORT (LOE) - CONTRACT (JUL 2011) - REVISED**

(Applicable to all Purchase Orders.)

(a) The contractor agrees to provide the total level of effort specified below in performance of the work described herein. The total level of effort for the performance of this contract shall be **TBD** hours or direct labor (including subcontractor direct labor hours).

(b) The estimated composition of the total level of effort is as follows: (30 September 2021 – 5 May 2023)

Labor Category	Site	From	By	To
TOTAL				
Labor				

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Material				
Travel				
ODC				
Fixed Fee				
TOTAL CPFF				

Note: Uncompensated overtime is defined as those hours in excess of eight hours per day and/or forty hours per week, provided at no additional compensation by employees exempt from the Fair Labor Standards Act.

(c) The level or effort for this contract shall be expended at an average rate of approximately 531 hours per month. It is understood and agreed that the rate of hours per month may fluctuate by 20% in pursuit of the technical objective, provided such fluctuation does not result in the exhaustion of the total hours of effort prior to the expiration or the term. If, during the term hereof, the contractor finds it necessary to accelerate the expenditure or direct labor to such an extent that the total hours of effort specified above will be exhausted prior to the expiration of the term, the contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and the cost impact, if any, or such a change in the rate or which direct labor hours are expended. The contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. In addition, the hours or effort in any classification shown in paragraph (b) above may be used in any other direct labor classification, but in no event shall any such deviation exceed 20% of the hours listed unless the contract is formally modified by the Contracting Officer.

(d) The Government may require the contractor to accelerate the expenditure of direct labor such that the total hours of effort specified above will be used prior to the expiration of the term. When such acceleration is required, the negotiated agreement shall be formalized by contract modification.

(e) Effort performed in fulfilling the total level of effort specified above shall only include effort in direct support of this contract and shall not include effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at the employee's residence or other non-work locations, or other effort which does not have specific and direct contribution to tasks described herein.

(f) Within 60 days after completion of contract term, the contractor shall submit to the Contracting Officer an estimate of the performance of the contract. All submissions shall include total costs incurred and the total level of effort expended in subcontractor information.

(End of Clause)

352.215-9009 PLACE OF PERFORMANCE (DEC 2013) - ALTERNATE I (DEC 2013)

(Applicable to all Purchase Orders where work will be performed.)

Unless the written approval is obtained in advance, the work herein shall not be performed at any facility/facilities other than the Contractor's facility/facilities located at Annapolis Junction, MD; Cambridge, MA; and Columbia, MD and at the Government's facility/facilities located at College Park, MD and Laurel, MD.

(End of Clause)

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352.209-9012 CONTINUING RESPONSIBILITY REGARDING RESPONSIBILITY MATTERS (OCT 2019)

(Applicable to all Purchase Orders.)

(a) The Contractor agrees that no work shall be performed under the contract by any agent or representative of the Contractor who is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency unless there is a compelling reason to do so.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before permitting any agent or representative of the Contractor to perform (or continue to perform) work under the contract that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

- (1) the name of the individual;
- (2) the Contractor's knowledge of the reasons for the exclusion in SAM;
- (3) the compelling reason(s) for doing business with the individual notwithstanding the exclusion in SAM; and
- (4) the systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with the individual in view of the specific basis for the exclusion in SAM.

(c) The Agency will consider the notification in accordance with FAR 9.405 to determine if a waiver is appropriate.

(End of Clause)

352.204-9000 DISCLOSURE OF INFORMATION (JUL 2021)

(Applicable to all Purchase Orders when Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)

(a) Solicitation

(1) The recipient organization of this request for proposal (RFP) shall not, unless authorized elsewhere in this RFP, disclose any information concerning the request or its sponsorship to anyone other than those officers and employees of the recipient organization who require the information in order to prepare and submit a proposal or a response.

(2) The recipient organization may obtain necessary subcontracting and purchasing data from prospective vendors or subcontractors, provided that: sponsorship of this RFP is not disclosed; and, where required, the appropriate security regulations are observed.

(3) Any disclosure other than that described in paragraphs (a) and (b) above, considered necessary by the recipient organization may be made only with the prior written consent of the Contracting Officer.

(b) Award

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(1) DFARS 252.204-7000 and this clause shall govern any disclosure of information regarding this contract. In using information authorized by this clause, the Contractor (i) shall not disclose any information concerning the sponsorship of this contract, or (ii) the nature of the Government's interest in and application of the subject matter of this contract unless this type of information is expressly allowed to be disclosed by paragraph (b) and/or (c) below. or by written approval of the cognizant Contracting Officer (CO).

(2) The information listed below may be disclosed in proposals to United States Government agencies in response to requests for past performance assessments, which shall be used ONLY for the subject source

selection process. When the following information is completed at time of contract award, the document shall be marked "FOR OFFICIAL USE ONLY." Contractor may update section(ii).

(i) Contract Number:

Contract Type:

Government Contracting Activity:

Extent Completed:

Contract Name (if applicable):

Unclassified Contract Effort Description:

Place of performance:

Sites Total Contract Value:

(ii) Contracting Officer:

Primary Contracting Officer Representative (if applicable):

Period of Performance:

(3) Requests for approval for specific information to be released into the public domain, i.e., not to another U.S. Government agency, shall be submitted in final form and shall not include "For Official Use Only" information. The Contractor shall indicate the intended audience and/or publication venue in the request. In the event that changes are required prior to approval of release of the information, the Contractor shall submit a copy of the revised information prior to approval of the request.

(4) For additional disclosures once authorization to use any specific information has been approved by the CO, the Contractor is authorized to reuse such specific information without obtaining additional authorizations from the CO. The Contractor shall maintain a log of the additional uses and submit a copy of the log to the CO when each additional disclosure is made.

(End of Clause)

352.204-9007 ACCESS TO COMMUNICATIONS SECURITY (COMSEC) INFORMATION (JUL 2021)

(Applicable to Purchase Orders that require Seller to access classified U.S. Government COMSEC information.)

To have access to classified U.S. Government COMSEC information throughout the term of this contract, the Contractor shall, in the event it becomes foreign owned, controlled, or influenced (FOCI), negate its FOCI in accordance with Cybersecurity policy. Majority foreign ownership or single largest shareholder foreign ownership shall be required to be negated through a voting trust, proxy agreement, or a special security agreement.

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352.204-9008 CONTROL OF COMMUNICATIONS SECURITY (COMSEC) MATERIAL (JUL 2021)

(Applies only if accountable COMSEC material is transferred to the Seller.)

The accountable COMSEC material produced under the contract, or provided as Government furnished property will be distributed through COMSEC distribution channels. The Contractor shall establish a COMSEC account, nominate a custodian and alternate custodian, and control the material in accordance with procedures specified in the current version of the sponsoring Agency's Policy 3-16, Control of Communications Security Material. Existing COMSEC accounts established as a result of previous or other contracts may be used.

352.204-9009 ACQUISITION OF INFORMATION SYSTEMS SECURITY (INFOSEC) PRODUCTS, AND THEIR ELECTRONIC COMPONENTS AND PARTS, FROM OUTSIDE THE UNITED STATES (JUL 2021)

(Applicable to Purchase Orders when INFOSEC products and their electronic components and parts are acquired from sources outside the United States. Seller is required to submit an Anonymity Plan to the Buyer for approval or denial by the Contracting Officer prior to acquiring INFOSEC products and their electronic components and parts from sources outside the United States. The Anonymity Plan requirements are outlined in *RIS Exhibit A-2021.0769, H98230-21-D-0025-0001, DI-MGMT-81717C Communications Security (COMSEC) Anonymity Plan*, which may be found at <https://tandc.rms.raytheon.com/context/sas.sp?tableType=1&bu=3>.)

(1) Component, as used in this clause, means electronic assembly or subassembly incorporated directly into an end product. An electronic assembly is a group of electronic parts, elements, subassemblies, and circuits assembled as a separately removable item of INFOSEC equipment. A subassembly is a major subdivision of an electronic assembly.

(2) Contractor, as used in this clause, means the supplier of the end item and associated support items to the Government under the terms of a specific contract.

(3) Information systems security product, as used in this clause, means any item (e.g., chip, module, assembly, or equipment), technique, or service that performs or relates to information systems security.

(4) Part, as used in this clause, means any single, unassembled element of a major or minor subassembly, accessory, or attachment that is not normally subject to disassembly without the destruction or the impairment of the design use.

(5) Subcontractor, as used in this clause, means a person or business that contracts to provide some service or material necessary for the performance of another's contract.

(6) United States, as used in this clause, means the 50 states and the District of Columbia, Puerto Rico, Guam, American Samoa, the U.S. Virgin Islands, the Northern Mariana Islands, and any other territory or possession over which the United States exercises sovereignty. It is synonymous with "onshore."

(7) Vendor or supplier, as used in this clause, means a person, company, or agency that sells or supplies materials to a contractor or subcontractor.

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(b) An anonymity plan (data item DI-MGMT-81717C), is required when INFOSEC products and their electronic components and parts are acquired from sources outside the United States. An anonymity plan must be approved before a waiver will be considered for any offshore procurement of INFOSEC products, and their electronic components and parts. At a minimum, the anonymity plan shall include an outline of offshore procurement procedures that are used for the acquisition of INFOSEC products and their electronic components and parts. Emphasis is placed on establishing offshore procurement procedures ensuring the subcontractor or vendor of these items remains unaware the Department of Defense (DoD)/Maryland Procurement Office (MPO) is the recipient of these items.

(c) No subcontracts or purchase orders involving design, manufacture, production, assembly, inspection, or testing outside of the U.S. of INFOSEC product and their electronic components, and parts, for use in INFOSEC systems shall be made under this contract without the prior written approval of the Contracting Officer (CO). Under no circumstances shall any custom integrated circuit, hybrid, multichip module or the documentation associated with these devices or any likeness, thereof, be sent outside the U.S. for additional processing or assembly. In addition, all memory devices, including field programmable gate arrays (FPGAs), with security-related functions are programmed onshore.

(d) Requests for permission to deviate from the requirements of paragraph (b), above, are handled on a case-by-case basis through the CO. Include in each letter request a strong and compelling reason why the request should be granted in addition to the benefit the Government would gain by granting the request. The Contractor shall demonstrate to the Government, through submission of an acceptable anonymity plan that procedures are in place to ensure that the offshore vendor/supplier remains unaware of the relationship between the Prime Contractor and the DoD/MPO. At a minimum, the following conditions will be imposed if the request is granted:

(1) Purchase orders and drawings provided to a subcontractor or vendor/supplier outside of the United States shall not carry any identification that reveals a contractor relationship with the DoD/MPO. This restriction includes the Contractor's prime contract number with the Government and 98230/ONXXXXXX parts identification numbers.

(2) The Prime Contractor, when required to mark Items with the manufacturer's code 98230 or drawing numbers ONXXXXXX, shall only mark these items at a facility located within the United States. Marking parts with ON markings and the 98230 code specifies that the parts are for MPO use only. If parts marked with the MPO identification code (including rejects and parts not usable for MPO programs) are allocated for non-MPO programs or for resale to other customers. then markings associated with the MPO identification code must be removed from the parts before the parts are sent to non- MPO programs or other customers.

(e) The Government has the right to an equitable adjustment to the contract price as consideration for granting approval to acquire INFOSEC products, and their electronic components and parts, from sources outside the United States (unless a waiver was granted prior to contract award).

(End of Clause)

352.204-9011 NOTICE: USE OF A FOCI SOURCE FOR SUPPLIES AND SERVICES (OCT 2011)

(Applicable to Purchase Orders for the acquisition of supplies or services where Seller is under Foreign Ownership, Control, or Influence (FOCI).)

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Acquisition of supplies or services from concerns under Foreign Ownership, Control, or Influence (FOCI) or of supplies developed, manufactured, maintained or modified by concerns under FOCI is of serious concern. If the contractor is under FOCI, the contractor shall comply with all risk mitigation measures imposed by the Government. In addition, the Maryland Procurement Office reserves the right to prohibit individuals who are not U.S. citizens from all or certain aspects of the work to be performed under this Contract.

Foreign Ownership, Control, or Influence - For purposes of this clause, a U.S. company is considered under FOCI whenever a foreign interest has the power, direct or indirect, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company.*

There is a continuing obligation of the contractor to advise the Contracting Officer in writing of changed conditions from the contractor's original Statement of Affiliation, 352.204-9000, incorporated by reference, in any of the 11 factors listed below within 30 days of the event, which may justify certain adjustments to the security terms under which a contractor is operating or, alternatively, that different FOCI mitigation measures be employed. If a changed condition is of sufficient significance, it might also result in a determination that the contractor is no longer considered to be under FOCI. Failure to abide by this obligation shall be cause for default under the Default Clause of this contract. Any voluntary actions taken on the part of the contractor which result in changes to the Statement of Affiliation, will be reviewed by the Government. Any Increased costs incurred by the contractor as a result of complying with additional Government imposed security measures shall be considered as unallowable costs to Government contracts.

Factors: The Government will use the following factors as the basis for making a FOCI determination:

- (1) Ownership or beneficial ownership, direct or indirect, of 5 percent or more of the offeror's voting securities by a foreign person:
- (2) Ownership or beneficial ownership, direct or indirect, of 25percent or more of any class of the contractor's non-voting securities by a foreign person:
- (3) Management positions, such as directors, officers, or executive personnel of the contractor held by non-U.S. citizens:
- (4) Foreign person power, direct or indirect. to control the election, appointment, or tenure of directors, officers, or executive personnel of the contractor or other decisions or activities of the contractor:
- (5) Contracts, agreements, understanding, or arrangements between the contractor and a foreign person:
- (6) Loan arrangements between the contractor and a foreign person if the contractor's (the borrower) overall debt to equity ratio is 40:60 or greater: or financial obligations that are subject to the ability of a foreign person to demand repayment:
- (7) Annual total revenues or net income in excess of 5 percent from a single foreign person or in excess of 30 percent from foreign persons in the aggregate:
- (8) Ten percent or more of any class of the applicant's voting securities held in such a way that beneficial ownership or equitable title cannot be identified:

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(9) Interlocking directors with foreign persons and any officer or management official of the contractor who is also employed by a foreign person:

(10) Any other factor that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of the contractor: and,

(11) Ownership of 10% or more of any foreign interest.

- DoD 5520 22-M, National Industrial Security Program Operating Manual, Chapter 2 Section 3, "Foreign Ownership, Control, or Influence," February 2006.

(End of Clause)

352.204-9015 ABSENT WITHOUT LEAVE (AWOL) REPORTING RESPONSIBILITIES (JUL 2021)

(Applicable to all Purchase Orders that require cleared personnel.)

(a) The Contractor Special Security Officer (CSSO) shall advise sponsoring Agency-cleared contractor personnel of their responsibility to contact their management and the respective site official should they be forced to take unexpected leave.

(b) If the site official is not a Contractor management official, the site official will notify Contractor management or the CSSO in the event that Contractor employee is absent without leave (AWOL) for more than one hour. The Contractor shall make all reasonable attempts to locate the Contractor employee within the second hour of the workday. If after the second hour the Contractor employee has not been located or an explanation received, Contractor management shall ensure that the CSSO has been notified. The CSSO shall attempt to locate the Contractor employee during the next hour. If the CSSO is unable to locate the Contractor employee, the CSSO shall notify the sponsoring Agency's office of Industrial Security, A513 or the Security Operations Command Center (SOCC) at 301-688-6911 after hours.

(c) The Contractor shall include this clause in all subcontracts that require cleared personnel and ensure it is flowed down to all subcontracts at any tier that require cleared personnel.

(End of Clause)

352.209-9009 ACCESS TO CONTRACTOR INFORMATION (JAN 2015)

(Applicable to all Purchase Orders.)

(a) As used in this clause "business-sensitive proprietary information" refers to government and vendor information, not currently in the public domain, that may embody trade secrets or commercial or financial information and that may be sensitive or privileged.

(b) The Agency requires contractor support for various Business Management and Integration (BM&I) and JG functions which include developing cost estimates, preparing financial statements, auditing financial records, administering databases for proposal evaluation, developing, modernizing, and sustaining Information Technology (IT) business systems, and similar functions integrally related to BM&I responsibilities and activities. Contractor support of these functions includes the development and maintenance of databases

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containing business-related information and the provision of help- desk support for such databases. which may contain business-sensitive proprietary information.

(c) This clause serves as a notice to and acknowledgment by your company that contractor personnel may provide support to the Agency for the above- mentioned BM&I and IG functions and that in supporting these functions it may require that the support contractor receive access to business-sensitive proprietary information of your company.

(d) The Contractor shall identify any business-sensitive proprietary information submitted in support of this proposal or in performing this contract. For purposes of identifying business-sensitive proprietary information. the Contractor may, in addition to any other notice or legend otherwise required. use a notice similar to the following:

Mark the title page with the following legend:

"This proposal or document includes business-sensitive proprietary information that the Agency shall not disclose outside the Agency and its support contractors that assist the Agency in performing Business Management and Integration or IG functions. To gain access to this business-sensitive proprietary information, a support contract must contain MPOAS clause 352.209-901o. Business-Sensitive Proprietary Information- Non-Disclosure Agreement. Consistent with this clause, the support contractor shall not duplicate, use or disclose the information in whole or in part for any purpose other than to perform the services specified in the contract. This restriction does not limit the Government's right to use the information if it is obtained without restriction from another source or is publicly available. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]."

Mark each page of business-sensitive proprietary information the Contractor wishes to restrict with the following legend:

Use or disclosure of business-sensitive proprietary information contained on this page is subject to the restriction on the title page of this proposal or document."

(e)The Contracting Officer shall take steps to address Organizational Conflicts of Interest which could create the appearance of a potential competitive advantage and shall meet the requirements of FAR part 9.506.

(f) The Agency shall ensure that contractor personnel providing support to BM&I functions shall separately sign, Business-Sensitive Proprietary Information Non-Disclosure Agreement. The Business-Sensitive Proprietary Information - Non-Disclosure Agreement shall provide that BM&I support contractors shall protect business-sensitive proprietary information from unauthorized use or disclosure for as long as it remains sensitive and proprietary and refrain from using the information for any purpose other than for which It was furnished. Only contractor personnel that have signed the affirmation of their obligations in accordance with MPOAS 352.209-901O Business-Sensitive Proprietary Information- Non-Disclosure Agreement may have access to contractors' business-sensitive proprietary information, Including, but not limited to, invoices and price rates. The Contractor releasing business-sensitive proprietary information is a third-party beneficiary to the Business-Sensitive Proprietary Information - Non-Disclosure Agreement and may take action directly against the support contractor in the event of a breach of the Agreement.

(g) The Government shall ensure contractor personnel comply with requirements to safeguard business-sensitive proprietary information.

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(h) The Contractor shall insert this clause, including this subparagraph (h), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(i) Execution of this contract constitutes approval for the Government to release business-sensitive proprietary information to contractor personnel for the purposes identified in this clause and in accordance with the specified protections.

(End of Clause)

352.211-9006 NOTICE: ELIMINATION OF USE OF CLASS I-OZONE-DEPLETING SUBSTANCES (AUG 1993)

(Applicable to all Purchase Orders.)

Section 326 of the FY-93 Defense Authorization Act places restrictions on the award and modification of contract is requiring the use of Class I-Ozone-depleting substances (ODS), Class I ODS are identified in Section 602(a) of the Clean Air Act (42 U.S.C. Section 7671(a) and Title 40, Code of Federal Regulations Section 82. Appendix A.

DoD has identified hundreds of military specifications that require Class I ODS. Of these, MPO research indicates that MIL-STD 454, MIL-T-2000, and MIL T11268 are of particular applicability to some MPO contracts, although others may also apply.

If any of these specifications are included in this acquisition, or if the contractor knows of any other Class I ODS required directly or indirectly at any level of contract performance, the contractor should notify the MPO Contracting Officer immediately. A subsequent assessment will be conducted by the Government in an attempt to identify economically feasible substitute substances or alternative technology.

(End of Provision)

352.227-9006 STATEMENT OF FOREIGN ORIGIN SOFTWARE AND/OR FIRMWARE (AUG 2003)

(Applicable to Purchase Orders that for software and/or firmware.)

{a} As used in this clause, foreign-origin software and/or firmware is any software and/or firmware that is manufactured, developed, maintained and/or modified (i) outside the United States or its territories, or (ii) in the United States or its territories by and individual who is not a citizen of the United States or its territories. Any degree of manufacture, development, maintenance or modification that meets either criterion (i) or (ii) shall be sufficient for the software and/or firmware to be deemed foreign-origin under this clause.

{b} The Government shall have the right to accept if certain countermeasures are instituted, or reject the supply of foreign-origin software and/or firmware under this contract on a case-by-case basis. If the Maryland Procurement Office reject the supply of foreign-origin software and/or firmware, the Government shall have the right to require a technically equal, or better, approved substitute or to terminate this contract for convenience. The Government shall have the right to require that the contractor not disclose the Identity of the end user of the item to any person outside the United States or to any non-U.S. citizen individual in the United States who developed, maintained modified, or manufactured the software and/or firmware. In such a case, upon delivery of the software and/or firmware, the contractor shall state that the identity of the end user was not disclosed to such person(s) or individual(s).

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(c) If, after contract award, the contractor becomes aware of foreign-origin software and/or firmware to be delivered to the Government under this contract, the contractor shall immediately inform the Contracting

Officer in writing of the foreign origin software and/or firmware to be Included in the deliverables under this contract. Foreign-origin software and/or firmware that is merely a possible candidate for use under the contract shall also be identified. Notification pursuant to this clause must include the identity of the foreign source and the nature of the software application and is required as soon as there is a reason to know or suspect foreign origin. Failure to provide adequate notice to the Government as specified here in can result in breach and/or default of the entire contract. If the Contracting Officer does not reject foreign-origin software and/firmware under this clause within sixty days of receiving notification, the Government's rights under this clause shall be waived.

(End of Clause)

352.239-9007 INFORMATION TECHNOLOGY -SECURITY CONFIGURATION BASELINES (SEP 2014)

(Applicable if Seller will be providing IT.)

(a) Definition - "Information Technology" The term "information technology" (IT) with respect to an NSA/CSS acquisition means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data or information by NSA/CSS. For the purposes of the preceding sentence, equipment is used by NSA/CSS directly or is used under a contract with the executive agency that (i) requires the use of such equipment or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. "IT" includes computers, peripherals and other ancillary equipment, network components, telecommunications equipment and components, software, firmware and similar procedures, services (including support services), and related resources.

(a) The United States Government Configuration Baseline (USGCB) replaces the Federal Desktop Core Configuration (FDCC) and creates security configuration baselines for IT products widely deployed across federal agencies. The objective of USGCB is to improve and maintain effective configuration settings focusing primarily on security.

(b) The provider of IT shall certify applications function correctly with systems configured with the USGCB settings. A certification letter shall be provided to the Contracting Officer on or before 31 January of each year for the preceding calendar year. The platforms addressed by USGCB are Microsoft Windows 7, Windows 7 Firewall, Windows Vista, Windows Vista Firewall, Windows XP, Windows XP Firewall, Internet Explorer 7, Internet Explorer 8, and the Red Hat Enterprise Linux 5. The USGCB baselines and supporting content are available at <http://usgcb.nist.gov>.

(c) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

(d) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

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(e) The provider of IT shall include USGCB requirements in all contracts and subcontracts at any tier. A copy of each subcontractor's certification letter shall be included with the Contractor's annual certification letter to the Contracting Officer.

(f) The Contractor shall address all queries concerning the above to the Contracting Officer.

(End of clause)

352.239-9008 PROHIBITION OF PROCUREMENT OF PORTABLE COMPUTING DEVICES (MAR 2010)

(Applicable to all Orders that include PCDs or PDAs.)

(a) Definitions.

(i) Portable Computing Devices (PCDs). PCDs consist of computer assets that have information acquisition, storage, visual display, audio, touchpad, networking/communications capability and are easily carried. This includes, but is not limited to, laptop, notebook and tablet computers, iPods, I-phones, Blackberries, palm pilots, external memory, global positioning systems (GPS), and personal digital assistants (PDA). PCDs can be either classified or unclassified. Use of the term PCD throughout this clause refers to PCDs and PDAs.

(ii) Personal Digital Assistant (PDA). PDAs consist of electronic hand-held computing and/or communications devices that allow input, manipulation, storage, and/or output of data, which can include remote transmission capabilities. This would include Blackberries, cellular phones, two-way pagers, mobile e-mail devices, digital music storage devices (such as MP3 players or /Pods), any mobile device that has networking and wireless capability, or any combination of these devices and technologies. PDAs can be either classified or unclassified.

(b) The general policy of the agency is that all PCDs to be acquired by or for the agency or for use under agency contracts shall be acquired through approved agency contract vehicles. The Contractor is prohibited from procuring PCDs, unless express written authorization is given by the Contracting Officer.

(c) Contractor requests to procure a PCD under the contract as an exception to this prohibition shall be submitted to the Contracting Officer. in writing, and shall contain the following Information:

(1) The date of the request, contract number, delivery/task order number if applicable;

(2) Description of the equipment to be purchased (Name of Manufacturer, Model/Part Number, Nomenclature, Quantity, Unit Price and Total Price); and

(3) Rationale regarding the need for the PCD and unique circumstances that require the Contractor to procure the PCD rather than the Government.

(d) In the event the Contracting Officer authorizes the Contractor to procure the PCD under the contract, the Contractor will be required to ensure such contractor-acquired property is fully accounted for at all times in accordance with Agency guidelines for barcoding and contract inventory reporting requirements.

(End of clause)

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352.244-9000 NOTICE: SUBCONTRACTING WITH CANADIAN CONTRACTORS (OCT 1993)

(Applicable to all Purchase Orders involving Canadian Contractors.)

Provided the sponsoring Government Activity is not disclosed, the offeror is not prohibited from subcontracting with Canadian Contractors, unless the work to be performed under any resulting contract is classified in nature.

Federal Acquisition Regulation (FAR), Part 44, Subcontracting Policies and Procedures, particularly Subpart 44.2 - Consent to Subcontract, applies. In addition to those clauses which the prime contractor is normally required to insert in subcontracts, the following must be included, as required.

FAR 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005)

DFARS 252.225-7003, Reporting of Contract Performance Outside the United States (JUN 2005)

(End of clause)

352.245-9008 GOVERNMENT PROPERTY INVENTORY REPORT AND DISPOSITION INSTRUCTIONS (FEB 2020)

(Applicable to all Purchase Orders that utilize government furnished property.)

(a) Immediately upon completion of the contract, the Contractor shall perform and cause each subcontractor to perform a physical inventory of all Government property (GP), which includes Government furnished property (GFP), Contractor acquired property (CAP), residual property, and Government furnished information/documents assigned to the contract. GP found at the Contractor's facility or any subcontractor's facility used in performance of this contract but not identified under the contract shall be accounted for in the final inventory report of GP which contains the data required by the Contract Data Requirements List (CORL) item and as stipulated in the current version of the Data Item Description (DID) DI-TCSP- 90131#, entitled "Annual/Final Inventory Report of Government Property." Instructions for the distribution of the report to the Agency are contained in the DID. The report shall identify all GFP, CAP, residual property, and Government furnished information/documents, and any GP found on installation used in performance of this contract. If there is any classified material, information, or documents, the Contractor must notify the Contracting Officer (CO) in advance of submitting the report.

(b) The Government will provide the Contractor with disposition instructions within 30 days after receipt of an acceptable Inventory. In the event of failure by the Government to provide disposition instructions within 30 days, the Contractor shall ship all property listed on the inventory to the following address:

Maryland Procurement Office
Dorsey Road Warehouse
1472 Dorsey Rd., Doors 1, 2, or 3
Hanover, MD 21076
REF: H98230-•
Attn: COR/POC, Name, Phone Number and Organization
Piece Number and total# of pieces shipped (i.e., "Box 2 of 10")

*If the contract number begins with H98230, only the last seven letters/numbers (plus any delivery order number, if applicable) shall be referenced. For example, H98230-XX-C-0001 shall be shown on the packing

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slip as XX-C-0001, and H98230-XX-D-1001, Delivery Order 0005 shall be shown as XX-D- 1001/0005. Contract numbers beginning with other than H98230 shall be included in their entirety. The contract delivery order number may be handwritten on the packing slip if the contractor's automated system will not accommodate the entire contract number.

(c) Copies of the shipping document (the Agency's electronic version of the DD Form 1149) shall be provided to the CO and the COR Property Administrator. If the CO has delegated contract administrative functions for property to DCMA or ONR, an additional copy of the shipping document shall be provided directly to DCMA or ONR.

(d) Schedule shipments to arrive at destination from 7:00 AM to 2:30 PM Monday through Friday, excluding Federal holidays. Call 301-688-7353 no less than 24 hours In advance of delivery for full loads, special handling, or to schedule a specific time.

(e) The Contractor shall ensure that the above information is included on any drop shipped deliveries.

(End of Clause)

352.247-9011 SHIPMENT OF UNCLASSIFIED CARGO TO U.S. GOVERNMENT FACILITIES OUTSIDE THE CONTINENTAL UNITED STATES (JUN 2011)

(Applicable to Purchase Orders that include shipment of unclassified cargo to any U.S. Government facility outside the continental United States (OCONUS).)

(a) Definitions. As used in this clause -

"Tamper Evident Measures" means a device or process that makes unauthorized access to the protected object easily detected.

(b) Shipments of unclassified cargo to any U.S. Government facility outside the continental United States (OCONUS), regardless of whether the shipment originates inside or outside the United States, require the application of tamper evident measures. Tamper evident measures shall be applied to the cargo or conveyance method prior to departure at the point of origin. Acceptable measures shall meet best industry practices and include, at a minimum, inspectable tapes: labels; International Standards Organization (ISO), Publicly Available Standard (PAS) 17712-compliant truck seals, or equivalent: ISO PAS 17712-compliant or equivalent sea container seals; and tamper evident shrink-wrap solutions. The tamper evident measures used must ensure, to the maximum extent practicable, that the integrity of the cargo remains secure throughout the entire shipping process. Any questions shall be addressed to 443-479-7311.

(c) Information describing the tamper evident measures applied to the cargo shall be documented on the Commercial Bill of Lading or other supporting documentation and accompany the shipment. Documentation of tamper evident measures applied to a shipment shall be sufficient for the end user or responsible receiving party to inspect and authenticate the integrity of the shipment (that is, shipment has not been tampered with while in transit without the need to open or damage the tamper evident measures).

(d) This clause is applicable to all subcontractors at any tier.

(End of Clause)

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352.290-9006 UTILIZATION OF PROJECT PERSONNEL (OCT 1993)

(Applicable to all Purchase Orders.)

Any technical personnel who, during the performance of the contract, are assigned by the contractor to replace the technical personnel identified by the contractor in his technical proposal (or during negotiations) for work on the Project shall possess at least the same technical qualifications and be capable of assuring satisfactory performance of the work required by this contract.

(End of Clause)

352.290-9010 CONTRACTOR FULL-TIME EQUIVALENT (FTE) AND ANNUALIZED COST DATA (AUG 2007)

(Applicable to all Purchase Orders that are cost reimbursement, time and materials, labor hour, and fixed-price level-of-effort contracts.)

(1) Full-time equivalent (FTE)" means the total number of regular straight-time hours (i.e., not including overtime or holiday hours) worked by employees divided by the number of compensable hours applicable to each fiscal year. The number of compensable hours for each fiscal year is provided in OMB Circular No. A-11, Preparation, Submission, and Execution of the Budget, Section 85.5 (c).

(2) "Annualized Cost of these FTE Contractors" means the contract's average cost per FTE (actual or estimated). If a contract provides for multiple rates, estimate the average annual rate.

(b) The contractor shall provide full-time equivalent (FTE) and annualized cost data electronically throughout the entire contract period of performance stipulated in 352.211-9004 Alternate I via the Internet. An External Certificate Authority/Interim External Certificate Authority (ECA/IECA) certificate is required to enable Contractor access to the Contractor Manpower and Funds Expenditure Data website.

Information about obtaining an IECA certificate is available on the Internet at <http://iase.disa.mil/pki/eca/index.html>. After obtaining the IECA certificate, the Contractor shall call (410) 854-5445 to establish an account unless an account already exists. The manpower and expenditure data listed below shall be input quarterly on or before 15 January, 15 April, 15 July, and 15 October:

Company Name

Company Address

Report Quarter (pull down menu, e.g., Oct - Dec) Year (pull down menu)

Contract Number Performance End Date (mm/dd/yy)

Delivery Order No. (if applicable)

Project Name, Org•

Building•• (pull down menu)

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Prime or Sub (pull down menu)

Clearance (pull down menu)

Total Number of FTE employees billed to this contract during the report quarter Subcontractor Company Name (if applicable)

Total Number of FTE Contractor Employees

Total labor dollars spent this reporting quarter

Total labor dollars spent this fiscal year

Annualized Cost of these FTE Contractor Employees

Note: Contact the Contracting Officer Representative (COR) or the Contracting Officer (CO) for the Project Name.

Note: Choose OFFSITE if the labor is performed in contractor facilities.

(c) The Contractor shall insert the substance of this clause, including this paragraph, in cost reimbursement, time and materials, labor hour, and fixed- price level-of-effort subcontracts under this contract.

(End of Clause)

352.290-9014 CONTRACTOR USE OF GOVERNMENT INFORMATION SYSTEMS (MAY 2007)

(Applicable to all Purchase Orders that require access to Government Information Systems.)

Contractors that require access to NSN/CSS Government Information Systems (GIS) shall comply with the NSNCSS Policy 6-4. Contractor Use of Government Information Systems. The GIS includes any equipment owned, leased, controlled, or operated on behalf of NSNCSS through contract as defined within the policy. NSNCSS Policy 6-4 is applicable to all NSNCSS contractors, subcontractors, and their personnel that use, implement, maintain, or have access to GIS. A copy of NSNCSS Policy 6-4 can be accessed via the Acquisition Resource Center (ARC) (www.nsaarc.net) by clicking the "Acquisition News" link.

(End of Clause)

352.290-9017 PROTECTION OF UNCLASSIFIED DOD INFORMATION ON NON-DOD SYSTEMS (SEP 2009)

(Applicable to all Purchase Orders.)

(a) Definitions

(1) DoD information. Any information that has not been cleared for public release in accordance with DoD Directive 5230.09, "Clearance of DoD Information for Public Release," and that is provided by the Department of Defense to a non-DoD entity, or that is collected, developed, received, transmitted, used, or stored by a non-DoD entity in support of an official DoD activity.

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(2) Non-DoD entity. Any person who is not a civilian employee or military member of the Department of Defense, or any entity or organization that is not a DoD Component. This includes any non-DoD Federal agency and its personnel, and any contractor, grantee, awardee, partner, or party to any form of legal agreement or understanding with the Department of Defense or another Federal agency.

(3) Non-DoD information system. Any information system that is not owned, used, or operated by the Department of Defense and that is not used or operated by a contractor or other non-DoD entity on behalf of the Department of Defense.

(b) DoD Information. This clause applies to unclassified DoD information. Such information may be disseminated by the Contractor Grantee, or Awardee to the extent required to further the contract. grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

(1) Non-public Information provided to the Contractor (e.g., with the request for proposal).

(2) Information developed during the course of the contract grant, or other legal agreement or understanding (e.g., draft documents, reports. or briefings and deliverables).

(3) Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

(c) Information Safeguards. Contractors shall employ the following information safeguards:

(1) Do not process DoD information on public computers (e.g. those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.

(2) Protect information by at least one physical or electronic barrier (e.g. locked container or room, login and password) when not under direct individual control.

(3) Sanitize media (e.g. overwrite) before external release or disposal.

(4) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.

(5) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.

(6) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files). using at least application-provided password protection level encryption.

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(7) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

(8) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

(9) Provide protection against computer network intrusions and data exfiltration, minimally including the following:

(i) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.

(ii) Monitoring and control of both inbound and outbound network traffic as appropriate {e.g., at the external boundary, sub-networks, individual hosts} including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.

(iii) Prompt application of security-relevant software patches, service packs, and hot fixes.

(10) Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other agreements.

(11) Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

(d) Flowdown Requirements. Contractors shall flow this clause down to all subcontractors and teaming partners.

(End of clause)

352.290-9018 KEY PERSONNEL (NOV 2009)

(Applicable to all Purchase Orders.)

(a) Definition. "Personnel" means an employee of the contractor, or any subcontractor(s), or business units or divisions thereof, joint venture partners, or team members, and consultants engaged by any of those entities.

(b) Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and include those persons whose resumes were submitted as part of the proposal for evaluation. The Contractor agrees to use said key personnel during the performance of this contract and that they shall not be removed from the contract work or replaced unless authorized in accordance with this clause.

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(c) The Contractor shall provide letters of commitment that provide evidence of: (1) a key person's intent to perform on the contract for the first one (1) year of performance from the date of award; and (2) the Contractor's corporate agreement to commit the key person to the period of performance of the contract for this time period. A letter of commitment must be signed by the key person and countersigned by a corporate representative.

(d) During the first one (1) year of the contract performance period, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph {e} of this clause. After the initial one (1) year period, the Contractor shall submit the information required by paragraph {e} to the Contracting Officer at least 15 days prior to making any permanent substitutions. Such permanent substitutions shall not be made without written approval by the Contracting Officer.

(e) The Contractor shall submit requests for approval of substitutions in writing to the Contracting Officer by providing the title of the position with a detailed explanation of the circumstances necessitating the proposed substitution. The request must contain a complete resume for the proposed substitute, and any other information requested or needed by the Contracting Officer to approve or disapprove the request. Proposed substitutions shall possess the minimum labor qualifications required by the contract and also be capable of assuring satisfactory performance of the work required by the contract. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions.

(f) The Contractor shall identify the key personnel that will be available, allowing for fully cleared, experienced staff to provide reliable and competent contract start-up support. All key personnel identified in the proposal shall be in place within the first date of contract award.

(g) The substance and provisions of this clause shall be required to be included in any subcontract or agreement which has proposed key personnel.

(End of Clause)

352.290-9019 USE OF CONTRACTOR PERSONNEL WITH CONDITIONAL CERTIFICATION OF ACCESS (CCA) (SEP 2010)

(Applicable to Purchase Orders that require Conditional Certification of Access.)

Contractors who have been granted Conditional Certification or Access, received Sensitive Compartmented Information indoctrination and possess a valid Contractor retention badge from the National Security Agency are permitted to perform contractual obligations under the terms and conditions of the contract, unless otherwise excluded.

In the event that a Contractor's conditional access is rescinded and the Contractor is removed from the program, any costs associated with such Contractor, effective on the date of the rescission, shall not be directly billed to the contract.

This clause is applicable to all subcontractors at any tier.

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(End of Clause)

352.290-9020 ACCESS TO TRAINING OR INFORMATIONAL SESSIONS PROVIDED BY THE GOVERNMENT (JAN 2015)

(Applicable to all Purchase Orders where the Seller requests training or attendance at any type of training or informational session provided by the Government.)

(a) The use of U.S. Government resources to provide training or informational sessions to contractor employees is an exceptional event. Government provided training and Informational sessions include, but are not limited to, Government conferences, Government town hall meetings, Government seminars, VUport training, National Cryptologic School courses, and any other event or activity that is not otherwise commercially available to a Contractor. In general, a Contractor is expected to provide a workforce that is ready to perform the contract services without the need for training or attendance at any type of training or informational session provided by the Government. Accordingly, Contractors are required to provide their employees with any commercial or publicly available training which is necessary to meet the requirements of labor category descriptions under the contract. This clause does not apply to Agency mandatory training (e.g., Annual Intelligence Oversight training, etc.).

(b) The Prime Contractor must submit a written request to the Contracting Officer in order for any Prime Contractor employee or subcontractor employee to attend a training or Informational session provided by the Government that is not otherwise commercially available. The Prime Contractor's request must contain the following data:

- Prime Contractor Company Name
- Contract Number, including Delivery Order Task Order
- Name and organization of the Contracting Officer's Representative (CCR)
- Technical Task Order number and Title, as applicable
- State whether the request is for attendance by a Prime Contractor or subcontractor employee to a training or informational session as direct charge to the contract or an indirect charge
- Participant Full Name (Last, First, Middle)
- Participant Company Name (also indicate if Prime or Sub)
- Labor Category/Position
- Name of Training Class or Informational Session
- Course/Class Number
- Location (state either Government facility or electronic training media such as VUport)
- Start Date/Time

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-End Date/Time

-Length of Time of the Training or Informational Session; and,

- Detailed explanation of Contractor's need to attend and how the training or informational session directly relates to the contract statement of work and Contractor's role under the contract.

(c) The Prime Contractor employee or subcontractor employee is not authorized to attend the training or informational session or invoice for costs unless the Prime Contractor has received written approval by the Contracting Officer prior to the training or informational session. Reimbursement of costs is limited to the length of time of the training or informational session as approved by the Contracting Officer and this does not include travel time, or any other costs associated with travel.

(End of Clause)

352.290-9024 SUBCONTRACTOR DATA ITEM DESCRIPTION INFORMATION (JUL 2016)

(Applicable to all Purchase Orders.)

The contractor shall require all subcontractors performing under this Contract to submit unsanitized contract and financial data as required by Data Item Description (DID) DI-FNCL-90157, directly to the Government. The subcontractor data shall be submitted in accordance with the CDR instructions. The Government requires contractor support for various Business Management and Integration (BM&I) and IG functions and in supporting these functions it may require the contractor personnel to receive subcontractors' "business-sensitive proprietary information." Business-sensitive proprietary information refers to Government and vendor information, not currently in the public domain that may embody trade secrets or commercial or financial information and that may be sensitive or privileged. Only contractor personnel providing BM&I and IG support functions for the Government that have signed the affirmation of their obligations in accordance with MPOAS 352.209-9010 "Business-Sensitive Proprietary Information -Non-Disclosure Agreement" may have access to subcontractors' business-sensitive proprietary information. Subcontractors' "business-sensitive proprietary information" marked in accordance with MPOAS 352.209-9009 "Access to Contractor Information" will receive the specified protections identified in MPOAS 352.209-9009.

Nothing within this clause relieves subcontractors from fulfilling their contractual data submission/reporting responsibilities to the prime contractor that may be addressed within the subcontract terms and conditions. The prime contractor shall include this clause and MPOAS 352.209-9009 in all subcontracts.

(End of clause)

352.290-9025 CONTRACTOR PERSONNEL CONDUCT & ACCESS TO GOVERNMENT FACILITIES (JUN 2017)

(Applicable to all Purchase Orders under which Seller personnel will have access to Government facilities.)

(a) Contractor personnel are required to conduct themselves at all times in a professional, respectful, and courteous manner when present in Government facilities. Unprofessional and disruptive behavior, including but not limited to personal conduct involving harassment, hostility, intimidation, threats, and physical or verbal aggression towards others in the workplace, is contrary to the integrity, efficiency, and effectiveness of the Government's operations. Such behavior is grounds for immediate removal from Government premises and denial or further access to these premises. The Contractor shall ensure that its personnel are fully aware

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of the contents of this clause and shall emphasize that unprofessional and disruptive behavior will not be tolerated.

(b) Personal conduct (e.g., disruptive, violent, or other inappropriate behavior in the workplace) is covered by both the adjudicative guidelines governing eligibility for access to Sensitive Compartmented Information and those governing collateral clearance decisions. See ICPG 704.2 and DoD Directive 5220.6. Accordingly, unprofessional and disruptive behavior that contravenes the requirements of this clause may also constitute reportable adverse information under DoD 5220.22-M and the Personnel Security Requirements for Contractor Access to NSNCSS Sensitive Compartmented Information (both of which are incorporated into the contract by reference via the DD254). The Contractor shall ensure that appropriate processes, procedures and education are in place to maintain its workforce's compliance with this clause, and also to enable the timely reporting of such information.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts under which subcontractor personnel will have access to Government facilities.

(End of clause)

352.290-9026 REMOTE UNCLASSIFIED WORK ENVIRONMENT (UWE) (JUL 2021)

(Applicable to all Purchase Orders where Seller may request telework.)

(a) Definitions Contractor Telework, or 'telework' as used in this clause, means a work flexibility arrangement under which a contractor employee performs assigned contractual duties and responsibilities and other authorized activities at an approved alternative worksite on a regular, recurring, or situational basis.

Telework does not include any work performed while on official travel.

Functional Support means unclassified activities that are administrative in nature such as contract administration, invoicing, subcontractor management, finance, security, property management and purchasing. Functional Support personnel, whether direct or indirect charged, may perform unclassified activities without prior approval of the Government, and without the need for an approved use case via remote unclassified work environments (i.e. telework).

Unclassified Work Use Case or Use Case, as used in this clause, means a request for approval to perform a particular mission function on the unclassified network or in an unclassified environment. This work can be conducted via telework, in the SCIF on the unclassified network, or a combination of both (known as hybrid work). These describe the work performed, the mission impact, the magnitude of the need, the type of Information Technology (IT) needed, and the involvement of any special/protected data types.

(b) Contractors are authorized to perform approved unclassified work via remote unclassified work environments (i.e. telework). Unclassified functional support that is otherwise allowable under this contract, whether it is charged directly or indirectly, is authorized to be performed remotely. With the exception of functional support, all unclassified NSA/CSS work, whether performed via telework, remotely, or in the SCIF, must be covered under an approved use case. Each use case is approved through the corresponding NSA/CSS Directorate's approval process. The NSA/CSS Chief Information Officer (CIO) must approve any unclassified work use cases with any of the following features:

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- (1) Requires the use of NSA/CSS Corporate IT resources that provide a remote access capability. This capability is a feature of an IT resource whereby access is permitted from systems and /or locations outside of NSA-managed SCIFs.
- (2) Involves unclassified NSA information, in electronic form, that is protected from public release in accordance with NSA/CSS Policy 1-30, "Review of NSA/CSS Information Intended for Public Release." This includes information marked as UNCLASSIFIED//FOR OFFICIAL USE ONLY, Personally Identifiable Information (PII), Proprietary Information (PROPIN) and any other information types defined as Controlled Unclassified Information (CUI).
- (3) Creates, manages, or otherwise involves any electronic records, in accordance with NSA/CSS Policy 1-6, "NSA/CSS Records Management Program."
- (4) Includes information that either describes, details and/or otherwise has an impact on the security posture of NSA networks.
- (c) Contractors may submit requests to perform unclassified work outlined in paragraph (b) of this clause through its technical Contracting Officer's Representative (COR-T) and courtesy copy the primary COR, Contracting Specialist (CS), and Contracting Officer (CO). The submission of a request is not synonymous with approval. The COR-T will determine whether the work may be accomplished in an unclassified environment and inform the Contractor; accordingly, however, this work may not be performed until the use case is approved. If a new use case is required, the COR-T will proceed with initiating the use case approval process. Contractors shall not submit new use cases unless otherwise authorized by the CO. Once the use case is approved or if an approved existing use case is utilized, the COR-T will provide the parameters of the use case to the Contractor. If applicable, the COR-T will coordinate the provisioning of necessary access to NSA/CSS Corporate IT resources. If an approved use case or approval to utilize NSA/CSS Corporate IT resources is rescinded, the Contractor shall cease the specific activities associated with the previous approvals upon notification from the Government.
- (d) Performance of all unclassified activities must be in accordance with the following:
- (1) Safeguarding DoD Information and Covered Contractor Information Systems - All applicable security and information handling procedures related to unclassified and controlled unclassified information apply, to include, but not limited to the following: i. FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems; ii. DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting; iii. NSA/CSS Policy 6-4 "Contractor Use of NSA/CSS Information Systems and Resources;" iv. NSA/CSS Policy 6-5 "Distribution, Use, Accountability, and Control of Portable Computing Devices;" v. NSA/CSS Policy 6-6 "Use of Unclassified Information Systems and Internet-Based Capabilities."
- (2) Remote Work Policy and Training – The Contractor shall maintain a remote work (e.g. telework) policy that is consistent with the security and compliance requirements of this Contract. The Contractor shall provide Contractor personnel with adequate training to ensure the protection of DoD information prior to the commencement of authorized remote unclassified work environment activities.
- (3) Use of Authorized Unclassified IT Resources – The use of NSA/CSS unclassified IT resources is subject to the applicable terms and conditions. If the use of NSA/CSS CIO-approved IT resources is authorized, the Contractor personnel shall complete the required briefings and accept the applicable consent to monitor and user agreements for the applicable resource(s) (e.g. UWE, Microsoft 365 IL2, eVO, CoDE, etc.).

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(4) Direct Costs for Telework Facilities and Equipment are Unallowable - No direct costs for telework facilities or equipment (e.g., laptops, internet connectivity, rent, utilities, etc.) are authorized under this Contract.

(5) Rate Impacts for Cost-Type Contracts – For existing contracts that add unclassified telework, the Contractor shall identify any rate impacts in accordance with their cost accounting practices and disclosures (as applicable) within 14 calendar days of telework being authorized under this contract. All rate adjustments shall be subject to mutual agreement of the parties and downward adjustment only.

(6) Government Furnished Property (GFP) – The Contractor is expected to provide its own IT equipment and necessary utilities for unclassified telework activities; however, under limited mission-driven circumstances the Government may provide GFP with approval from the CO.

(7) Termination - The Government may terminate the approval of telework, in whole or in part, at the Government's sole discretion with or without cause. The Contractor shall not be entitled to any contractual relief for the termination of a telework approval, to include an equitable adjustment or claim for costs. Furthermore, the Contractor agrees that upon termination of a telework approval, unless directed otherwise, the Contractor shall continue work without delay in the manner and location originally specified under the Contract.

(8) Subcontracts – The Contractor shall – i. Include this clause in subcontracts, or similar contractual instruments, for which the subcontractor may request telework; and ii. Require subcontractors to submit requests for telework through the prime Contractor to the Government for approval PRIOR to any subcontractor performing telework activities.

(9) Recording and Reporting – The Contractor shall separately record all directly charged telework activity and hours/cost expended, as applicable, in performance of this contract. The Contractor shall report this information via the data item deliverable (DID) titled, Contractor Telework Reporting (DIMGMT-90167).

(End of Clause)

FAR, DFARS AND SPECIAL AGENCY CLAUSES INCORPORATED BY FULL TEXT:

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(Applicable to all Purchase Orders exceeding \$35,000, except for Purchase Orders for commercially available off-the-shelf items. Applies to Commercial and Non-Commercial procurements.)

(a) Definition.

Commercially available off-the-shelf (COTS) item, as used in this clause—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

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(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government (d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)

(Applicable to Cost Reimbursement or Time & Material Purchase Orders. Seller must execute assignment documents in accordance with requirements in the clause. Applies to non-commercial procurements only.)

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(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the _____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—

- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
- (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

- (1) In accordance with the terms and conditions of a subcontract or invoice; and
- (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

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(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

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(C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see [52.242-4](#), Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www>

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[w.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf](https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf).

- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.
- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

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(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

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(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

(Paragraphs (g) and (h) of the clause are applicable to all Purchase Orders. Applies to commercial and non-commercial procurements.)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

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- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

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252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)

(Applicable to Purchase Orders that exceed \$6 million, except those that are commercial items. Applies to non-commercial procurements only.)

(a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of hotline poster(s).*

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement [203.1004](#) (b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial item.

(End of clause)