

T - FA8650-18-C-2808

Business Unit: RMD

Customer Contract Number: RSC18044

Prime Contract Number: FA8650-18-C-2808

Task Order/Delivery Order Number:

Modification Number:

DPAS Rating:

DUNS Number:

Date of Creation: 07/09/2021

The following customer contract requirements apply to this Purchase Order to the extent indicated below and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. Upon 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: <http://farsite.hill.af.mil/> or <https://www.acquisition.gov/far/>:

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

CLAUSES INCORPORATED BY REFERENCE:

52.202-01 DEFINITIONS (NOV 2013)

52.203-03 GRATUITIES (APR 1984)

52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014)

52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015) Para (b)(3). CO inserts info for obtaining posters. 'dodig.osd.mil'

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

52.204-02 SECURITY REQUIREMENTS (AUG 1996)

52.204-02 SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE I (APR 1984)

52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)

52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

52.209-09 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

52.210-01 MARKET RESEARCH (APR 2011)

52.215-02 AUDIT AND RECORDS -- NEGOTIATION (OCT 2010)

52.215-02 AUDIT AND RECORDS -- NEGOTIATION (OCT 2010) - ALTERNATE II (AUG 2016)

52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-- MODIFICATIONS (AUG 2011)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.216-07 ALLOWABLE COST AND PAYMENT (JUN 2013)

52.216-07 ALLOWABLE COST AND PAYMENT (JUN 2013) - ALTERNATE II (AUG 2012) Para (a) (3), Day prescribed by agency head, or "30th". '30th'

52.216-08 FIXED FEE (JUN 2011)

52.216-15 PREDETERMINED INDIRECT COST RATES (APR 1998)

52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)

52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017) - ALTERNATE II (NOV 2016)

52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is '\$0.00'

52.222-03 CONVICT LABOR (JUN 2003)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

- 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016)
- 52.222-61 ARBITRATION OF CONTRACTOR EMPLOYEE CLAIMS (EXECUTIVE ORDER 13673) (DEC 2016)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) - ALTERNATE II (MAY 2011)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) - ALTERNATE I (APR 1984)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-10 FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (DEC 2007)
- 52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014) Para (j),
Communications: "The contractor shall forward the invention reports called for by the Patents Rights clause through the University addressed through UDRI Subcontracts Administration 300 College Park, Dayton, OH 45469-0104. Invention reports may be e-mailed to Subcontracts@udri.udayton.edu. Ensure e-mail includes your contract number, followed by the words "Invention Reporting" on the subject line."
- 52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.230-02 COST ACCOUNTING STANDARDS (OCT 2015)
- 52.230-05 COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION (AUG 2016)
- 52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
- 52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-20 LIMITATION OF COST (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-25 PROMPT PAYMENT (JAN 2017)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.233-01 DISPUTES (MAY 2014)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-05 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)
- 52.243-06 CHANGE ORDER ACCOUNTING (APR 1984)
- 52.243-07 NOTIFICATION OF CHANGES (JAN 2017) Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days' Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
- 52.244-02 SUBCONTRACTS (OCT 2010)
Para (d), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts:
'ALL'
- Para (j), Insert subcontracts evaluated during negotiations. 'n/a'
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)

52.245-01 GOVERNMENT PROPERTY (JAN 2017)
52.245-09 USE AND CHARGES (APR 2012)
52.246-23 LIMITATION OF LIABILITY (FEB 1997)
52.246-24 LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997)
52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) Para (c). Insert address. "Sarah Browning, Subcontracts Manager, UDRI, 300 College Park, Dayton, OH 45469-0104, email Subcontracts@udri.udayton.edu"
52.249-05 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (AUG 2016)
52.249-14 EXCUSABLE DELAYS (APR 1984)
52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)
252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSECONTRACT-RELATED FELONIES (DEC 2008)
252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)
252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)
252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)
252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015)
252.209-7005 RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS (MAR 2012)
252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)
Para (c)(1)(i). Insert Contract Line, Subline, or Exhibit Line Item Number and Item Description or n/a. 'TBD'
Para (c)(1)(ii). Identify Contract Line, Subline, or Exhibit Line Item Nr and Item Description. If items are identified in the Schedule, insert "See Schedule" 'TBD'
Para (c)(1)(iii). Attachment Nr. 'TBD' Para (c)(1)(iv). Attachment Nr. 'TBD' Para (f)(2)(iii). Line item number or n/a. 'TBD'
252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)
252.215-7000 PRICING ADJUSTMENTS (DEC 2012)
252.216-7009 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING (SEP 2013)
252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)
252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - BASIC (SEP 2014)
252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)
252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014)
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016)

252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006)
252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (SEP 2016)
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)
252.227-7038 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)
252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.228-7001 GROUND AND FLIGHT RISK (JUN 2010)
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
252.232-7011 PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS (MAY 2013)
252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
 Para (a), name of contracting agency(ies): 'United States Air Force'
 Para (a), contract number(s): 'FA8650-18-C-2808', Subcontract No. RSC18044
 Para (b), name of contracting agency(ies): 'United States Air Force'
252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (JAN 2015)
252.239-7018 SUPPLY CHAIN RISK (OCT 2015)
252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION - ALTERNATE I (MAY 2014) - ALTERNATE I (MAY 2014)
252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)
252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016) Insert Item(s) 'TBD' Insert Item(s) 'TBD'
252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (APR 2014)
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
 C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES
5352.201-9101 OMBUDSMAN (JUN 2016) Para (c). Ombudsmen names, addresses, phone numbers, fax, and email addresses. 'Lisette LeDuc, AFRL/PK, (937) 785-4967, e-mail lisette.leduc@us.af.mil.'
5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (NOV 2012)
5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012)
5352.242-9001 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL-AF SYSTEMS (NOV 2012)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

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

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-04 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: paragraph (a) is altered by deleting the words "Subpart 31.2" and substituting for them "Subpart 31.3". FAR 52.216-7, Allowable Cost and Payment, paragraph (a) is altered by deleting the words "Subpart 31.2" and substituting for them "Subpart 31.7."

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

(a) Definitions. As used in this clause—

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

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

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

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

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution

Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at

<http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

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

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

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

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

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

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

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include

research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

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

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

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

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

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

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

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

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

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

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

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

(c) Cyber incident reporting requirement.

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

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

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

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

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance

certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

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

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

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

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

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph

(c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

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

(1) To entities with missions that may be affected by such information; (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

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

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

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

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

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

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

(m) Subcontracts. The Contractor shall—

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

(2) Require subcontractors to—

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

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

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)

(DEVIATION) (AUG 2016)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense. (b) Subcontracts awarded to workshops approved by the Committee for Purchase from People

Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to-

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer

at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor shall identify the Government agency in Block 7 ("Agency to which the report is being submitted") by selecting "Department of Defense (DoD) (9700)" from the top of the second dropdown menu. The contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs resides with the SSR Coordinator.

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012) (TAILORED)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation. Contractor personnel shall identify themselves as contractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) The Security Procedures Supplement, found Attached to contract in Section J, contains the procedures and processes that shall be followed for contractor Access to Air Force Installations.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site. (d) When work under this contract requires unescorted entry to controlled or restricted areas, the

contractor shall comply with AFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management, citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.