



## DOC 2A

# DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT DOD PRIME CONTRACT

### A. INCORPORATION OF DFARS CLAUSES

The Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

### B. GOVERNMENT SUBCONTRACT

This Contract is entered into by the parties in support of a U.S. Government contract. As used in the clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Contract as defined in these Terms and Conditions.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for ULA's government prime contract under which this Contract is entered.
4. "Contractor" or "Offeror" means the CONTRACTOR, as defined in DOC 2, acting as the immediate (first tier) subcontractor to ULA.
5. "Prime Contract" means the contract between ULA and the U.S. Government or between ULA and its higher-tier contractor who has a contract with the U.S. Government.
6. "Subcontract" means any contract placed by CONTRACTOR or its lower-tier subcontractors under this Contract

### C. NOTES

1. Substitute "ULA" for "Government" or "United States" throughout this clause.
2. Substitute "Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and ULA" after "Government" throughout this clause.
4. Insert "or ULA" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through ULA.
6. Insert "and the Procurement Representative" after "Contracting Officer" throughout the clause.
7. Insert "or the Procurement Representative" after "Contracting Officer" throughout the clause.

### D. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If ULA furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) to which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that ULA, acting on its own behalf, may modify or limit any rights the Government may have to authorize the CONTRACTOR's use of such Furnished Items in support of other U.S. Government prime contracts.

### E. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

#### 1. The following DFARS clauses apply to this Contract as indicated:

(a) 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(b) 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) (Applies if 52.203-13 is applicable to this Contract.)

(c) 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) (Applicable to Contracts for operationally critical support, or for which Contract performance will involve Covered Defense Information (CDI). CONTRACTOR shall notify ULA when submitting a request to vary from a NIST SP 800-171 security requirement. CONTRACTOR shall report cyber incidents to ULA and shall provide the

incident report number, automatically assigned by DoD, to ULA as soon as practicable when reporting a cyber incident to DoD.)

(d) 252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT SUBCONTRACTORS (MAY 2016)

(e) 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) (Applicable to covered contractor information systems that are required to comply with the National Institute of Standards and technology (NIST) Special Publication (SP) 800-171, in accordance with DFARS 252.204-7012.)

(f) 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies if this Contract involves ammunition or explosives. Where this clause applies, Government safety representatives may evaluate CONTRACTOR's safety programs, implementation, and facilities as the Government deems necessary, including through access to CONTRACTOR's facilities, personnel, and safety program documentation. Note 2 applies except in paragraph (c)(4) where it means "Contracting Officer" as it relates to government personnel. Note 3 applies.)

(g) 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies if this Contract involves ammunition or explosives. Notes 2 and 3 apply.)

(h) 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)

(i) 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (Applies if this Contract exceeds \$500,000 and if Work under the Contract will be performed in the United States or CONTRACTOR is recruiting employees in the United States to Work on the Contract. In f(1), "Contractor" shall mean "ULA." Note 2 applies to (c) the first time "Contracting Officer" appears.)

(j) 252.227-7013 RIGHTS IN TECHNICAL DATA- NON-COMMERCIAL ITEMS (FEB 2014) (Applicable if technical data developed in whole or in part with Government funding is to be delivered under this Contract in lieu of FAR 52.227-14.)

(k) 252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (FEB 2014) (Applicable if technical data related to commercial items and developed exclusively at private expense is to be delivered under this Contract.)

(l) 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

(m) 252.227-7025 LIMITATION ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (In paragraph (c)(1) Note 3 applies.)

(n) 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

(o) 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 4 applies.)

(p) 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

(q) 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019). (Substitute "Procurement Representative" for "Administrative Contracting Officer" in paragraph (a). Insert "or ULA" after "Government" in paragraph (b).)

(r) 252.235-7003 FREQUENCY AUTHORIZATION (MAR 2014) Alt I (MAR 2014) (Applicable if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies. Submit DD Form 1494 within thirty (30) days after contract award if frequency authorization is required.)

(s) 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

(t) 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (FEB 2019) (Applicable if this Contract meets the criteria set forth in paragraph (b) (2) of the clause. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraphs (f) and (g) shall not apply if this Contract is at or below \$250,000. Notes 1 and 2 apply to paragraph (g).)

## F. CERTIFICATIONS

**This clause contains certifications that are material representations of fact upon which ULA will rely in making awards to CONTRACTOR. By submitting its written offer, or providing oral offers/quotations at the request of ULA, or accepting any contract, CONTRACTOR certifies to the representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and conditions are incorporated by reference in any contract, agreement, other contractual document, or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by ULA. CONTRACTOR shall immediately notify ULA of any change of status with regard to these certifications and representations.**

(a) **DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements.** CONTRACTOR certifies that it has completed, within the last 3 years, at least a basic NIST SP 800-171 DoD Assessment, as described in [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), for all covered contractor information systems relevant to this Contract that are not part of an information technology service or system operated on behalf of the Government.

(b) **Contractor Responsibility Watch List.** CONTRACTOR certifies that it is not listed on the Responsibility Watch List (CRWL) maintained by the United States Space Force Space and Missile Systems Center (SMC), and has not been notified by any of its subcontractors of their inclusion on the CRWL.