

SUBCONTRACTOR CUI FLOW-DOWN ADDENDUM

Cybersecurity requirements that apply to this solicitation - read before bidding

1. Purpose

This Addendum is issued by Resource Environmental Services, LLC ("RES") to the subcontractor signing the attached Non-Disclosure Agreement. It states the cybersecurity obligations that apply to any subcontractor that receives, stores, processes, or transmits Controlled Unclassified Information (CUI) or Federal Contract Information (FCI) in connection with this solicitation, so that you understand these requirements before you price the work.

Project: Demolition and Consolidation of PWD Facilities, MCAGCC Twentynine Palms, CA. Solicitation 7005-29 (N6247326RF011), under NAVFAC Southwest MACC N62473-24-D-5220.

2. CMMC Requirement and Flow-Down

2.1 Requirement flows down. The prime contract currently requires compliance with the Cybersecurity Maturity Model Certification (CMMC) program under DFARS 252.204-7021. This requirement flows down to Subcontractor. DFARS 252.204-7012, 252.204-7019, 252.204-7020, and 252.204-7021 apply to Subcontractor performance.

2.2 Level determined by the data handled. The CMMC level Subcontractor must hold is determined by the CUI and FCI that Subcontractor actually receives, stores, processes, or transmits on its own information systems, in accordance with 32 CFR 170.23.

2.3 Classification is subject to change. The applicable CMMC requirements are set by the Government and by the phased implementation of the CMMC program, and are subject to change. The required level may fall under any applicable classification, including CMMC Level 1 or CMMC Level 2, and may change as the Government revises the program, the prime contract, or the task order. Subcontractor agrees to meet the applicable requirement as it exists from time to time.

2.4 SPRS self-assessment. Where required, Subcontractor shall perform and post the applicable self-assessment in the Supplier Performance Risk System (SPRS) and shall provide RES, on request, its current status, CMMC Unique Identifier (UID), and CAGE code.

2.5 No additional compensation. Achieving and maintaining the applicable CMMC status, performing any required self-assessment, and complying with this Addendum are obligations of Subcontractor at its own cost. No additional compensation, price adjustment, or time extension will be provided for compliance with these requirements. Subcontractor should account for these costs in its bid.

2.6 Post-award access at your own cost. If, after award, Subcontractor requires access to CUI and does not then hold at least a CMMC Level 2 self-assessment, Subcontractor is responsible for obtaining and maintaining that status at its own cost as a condition of that access. No additional compensation, price adjustment, or time extension will be provided.

3. Handling and Dissemination of CUI

3.1 One signature per firm - and what the signer takes on. The Government requires only one signed Non-Disclosure Agreement per firm. The individual who signs does so on behalf of the entire firm and becomes responsible for everyone at that firm who touches the controlled documents. The signer must ensure that every other person at the firm who is given access complies with all terms of the NDA and this Addendum, that access is limited strictly to those with a genuine need to know for this bid, and that no one at the firm discloses, forwards, or re-shares CUI to anyone outside it.

3.2 Need to know. Subcontractor shall limit access to CUI to those of its personnel who require it to perform the work, and shall grant access only on a need-to-know basis.

3.3 No further dissemination. Subcontractor shall not disclose, transmit, forward, publish, reproduce, or otherwise disseminate CUI to any person or entity, including its own lower-tier subcontractors, suppliers, or consultants, without prior written authorization from RES.

3.4 No insecure transmission or sharing. Subcontractor shall not transmit CUI, or provide access to CUI, by any insecure means, and shall not post CUI to or share it through public file-sharing services, personal cloud storage, personal email, or any public or non-secured sharing link.

3.5 Use the RES secure environment. Where RES provides a secure environment or portal for CUI, Subcontractor shall access CUI only through that environment and shall comply with the access, authentication, and handling controls RES imposes.

3.6 Lower-tier subcontractors - how you may share. Subcontractor shall NOT forward, copy, re-host, or otherwise transmit CUI to any lower-tier subcontractor, supplier, or consultant. If a lower-tier party needs the controlled documents, Subcontractor shall direct that party to <https://29palms.resenvsec.com> to execute this same Non-Disclosure Agreement and receive their own controlled access directly from RES. Subcontractor shall identify each such lower-tier party to RES in advance and remains responsible for that party compliance.

3.7 Addenda and completeness. RES posts all bid documents to this library for convenience, both controlled and non-controlled. RES cannot guarantee that every addendum or revision will be posted here. Subcontractor is responsible for obtaining all addenda and remains responsible for bidding the complete, current document set. Monitor the RES plan room at <https://planroom.resourceenvironmental.com>, which is the authoritative source for addenda.

3.8 Plan room. The RES plan room at <https://planroom.resourceenvironmental.com> is the authoritative source for the bid document set and for all addenda. Subcontractor should register there and monitor it through bid day.

4. Acknowledgement

By signing the attached Non-Disclosure Agreement electronically, the individual named below acknowledged that they read and understood this Addendum, that these cybersecurity obligations apply to their firm at its own cost, and that these obligations flow down to any lower-tier subcontractor or supplier that handles CUI.

ACKNOWLEDGED BY

ORGANIZATION

EMAIL

SIGNED (UTC)

REFERENCE