

BAEDOC USGOVA

FLOW DOWN PROVISIONS FOR SUBCONTRACT/PURCHASE ORDERS FOR ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT - DOMESTIC AND INTERNATIONAL/COMMERCIAL AND NON-COMMERCIAL ITEMS

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS)/NAVSEA 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, during the performance of this Contract unless made inapplicable by their respective notes, if any. When a clause uses a word or term that is defined in the FAR, DFARS or NAVSEA, the word or term shall have the same meaning as in the definition in FAR 2.101, DFARS 202.101 or NAVSEA 5252.202-9101 in effect on the date of this Contract unless (i) a different definition is expressly set forth in this Contract; or (ii) the part, subpart, or section of the FAR, DFARS or NAVSEA supplement where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. If applicable, class deviations found at https://www.acq.osd.mil/dpap/dars/class_deviations.html shall take precedence over the relevant flow down. If corresponding FAR, DFARS and NAVSEA clauses are referenced, NAVSEA has first precedence, followed by DFARS, then FAR. The Contracts Disputes Act of 1978, as amended, shall have no application to this Contract. Any reference to “Disputes” clause shall mean the “Disputes/Jury Waiver” provision in USGOVFFP or USGOVCOST documents.

A. GOVERNMENT SUBCONTRACT

This Contract is entered into by BAE SYSTEMS and SELLER 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 or DFARS 202.101.
2. “Contract” means this Contract.
3. “Contractor” means SELLER, as defined in USGOVFFP or USGOVCOST document, acting as the immediate (first-tier) subcontractor to BAE SYSTEMS.
4. “Prime Contract” means the contract between BAE SYSTEMS and the U.S. Government or between BAE SYSTEMS and its higher-tier contractor in support of a contract with the U.S. Government.
5. “Subcontract” means any contract placed by SELLER or lower-tier subcontractors under this Contract. In all clauses listed herein, the terms “Government,” “Contracting Officer” and “Contractor” shall be revised to suitably identify the contracting parties herein and affect the proper intent of the clause or provision except where further clarified or modified below. However, the words “Government” and “Contracting Officer” do not change when 1) a right, act, authorization or obligation can be granted or performed only by the Government or prime contract Contracting Officer or duly authorized

representative and/or when 2) title to property is to be transferred directly to the Government.

6. If any of the following clauses do not apply to this Subcontract/Purchase Order, as defined in the respective FAR, DFARS or NAVSEA provision, such clauses are considered to be self-deleting. Seller shall incorporate, and require that each lower tier contractor supporting this Purchase Order incorporate, all applicable regulations in accordance with the flow down requirements specified in such clauses.

B. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER shall, at the request of BAE SYSTEMS, accept amendments to this Contract to incorporate additional clauses and provisions herein or to change clauses and provisions hereof, as BAE SYSTEMS may reasonably deem necessary in order to comply with the clauses and provisions of the applicable Prime Contract or with the clauses and provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the price of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the “Contract Direction/Changes” clause of this Contract.

C. PRESERVATION OF THE GOVERNMENT’S RIGHTS

If BAE SYSTEMS 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 BAE SYSTEMS, acting on its own behalf, may modify or limit any rights the Government may have to authorize the SELLER’s use of such Furnished Items in support of other U.S. Government prime contracts.

D. FAR FLOWDOWN CLAUSES

In accordance with FAR 52.252-1 and 52.252-2, the following clauses and provisions are incorporated by reference and apply to this Contract as defined by the respective FAR clause or provision:

1. The following clauses apply to this Contract as defined by the respective FAR clause (for Commercial and Non-Commercial Items):

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| 52.203-15 | WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010) |
| 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) |
| 52.204-2 | SECURITY REQUIREMENTS (AUG 1996) |

52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	52.222-26	EQUAL OPPORTUNITY (SEP 2016) (Only subparagraphs (c) (1)-(11) applies.)
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)	52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)	52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019) (A requirement for a compliance plan and certification appropriate to the size and complexity of the contract is required if any portion of the contract (i) is for supplies, other than COTS items, acquired outside the United States, or services to be performed outside the United States, and (ii) has an estimated value that exceeds \$500,000.)
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)	52.222-55	ESTABLISHING MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
52.204-26	COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (DEC 2019)	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) (When called out on the face of this contract)	52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (In the blank insert “30.”)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)	52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING HYDROFLUOROCARBONS (JUN 2016)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010)	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)	52.225-1	BUY AMERICAN ACT—SUPPLIES (MAY 2014)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)	52.225-5	TRADE AGREEMENTS (AUG 2018)
52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018) (Only section (h) applies)	52.225-8	DUTY FREE ENTRY (OCT 2010)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (If this Contract, except contracts to small business concerns, exceeds \$150,000 the Contractor must include this clause in all lower tier subcontracts that offer subcontracting opportunities.)	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.222-1	NOTICE OF GOVERNMENT LABOR DISPUTES (FEB 1997)	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016)
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
		52.232-16	PROGRESS PAYMENTS (APR 2012)
		52.232-32	PERFORMANCE BASED PAYMENTS (APR 2012)
		52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applicable to small businesses only and only when BAE Systems is the Prime contractor)
		52.244-2	SUBCONTRACTS (OCT 2010) (Only sections (g) and (h) apply)

52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014).
52.245-1	GOVERNMENT PROPERTY (JAN 2017) (Applicable if Government property is furnished in the performance of this Contract. "Contracting Officer" means "BAE SYSTEMS" except in the definition of Property Administrator and in paragraphs (h) (1) (iii) and where it is unchanged, and in paragraphs (c) and (h) (4) where it includes BAE SYSTEMS. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d) (1) where it means "BAE SYSTEMS" and except in paragraphs (d) (2) and (g) where the term includes BAE SYSTEMS." The following is added as paragraph (n) ""SELLER" shall provide to BAE SYSTEMS immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of SELLER's property control system".)	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014). Seller shall honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractors working under this contract, as well as of a predecessor Contractor and its Subcontractors. Seller will provide BAE Systems with the information about the service employees of the Subcontractor needed to comply with paragraphs (d) and (e) of this clause; and the record keeping requirements of (f).
52.245-9	USE AND CHARGES (APR 2012)	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)	52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
52.246-26	REPORTING NONCONFORMING ITEMS (DEC 2019)	52.229-3	FEDERAL, STATE AND LOCAL TAXES (FEB 2013)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)	52.229-4	FEDERAL, STATE AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013)
<p>2. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$10,000 (for Commercial and Non-Commercial Items):</p>		52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	52.229-7	TAXES – FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
<p>3. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$15,000 (for Commercial and Non-Commercial Items):</p>		52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	<p>6. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):</p>	
<p>4. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$30,000 (for Commercial and Non-Commercial Items):</p>		52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018). (The SELLER's subcontracting plan is incorporated herein by reference.)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018) Note: BAE SYSTEMS requires that all SELLERS register and annually update the System for Award Management (SAM)	52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999) (Delete subparagraphs (d) and (e).)
<p>5. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$150,000 (for Commercial and Non-Commercial Items):</p>		<p>7. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,000,000 and the period of performance exceeds 120 days (for Commercial and Non-Commercial Items):</p>	
52.203-3	GRATUITIES (APR 1984)	52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)	52.209-12	CERTIFICATION REGARDING TAX MATTERS (FEB 2016)
<p>8. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 and the period of</p>			

	performance exceeds 120 days (for Commercial and Non-Commercial Items):		the BAE SYSTEMS Procurement Representative identified on the face of this Contract.)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)
52.203-14	DISPLAY OF HOTLINE POSTERS (OCT 2015) (Contact BAE SYSTEMS Procurement Representative if assistance is required obtaining any required posters.)	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (The SELLER shall insert, in all subcontracts under this Contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.)
9.	The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is for a Non-Commercial Item:	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984) The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)
52.208-8	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)	52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)	52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.	52.230-2	COST ACCOUNTING STANDARDS (OCT 2015) (When referenced in this Contract, full CAS Coverage applies. Delete paragraph (b) of the clause.)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (AUG 2011) (Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) (When referenced in this Contract, Modified CAS Coverage applies. Delete paragraph (b) of the clause.)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)	52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS (OCT 2015)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUNE 2003)	52.230-5	COST ACCOUNTING STANDARDS-EDUCATIONAL INSTITUTION (AUG 2016) (When referenced in this Contract, full CAS Coverage applies. Delete paragraph (b) of the clause.)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)	52.233-3	PROTEST AFTER AWARD (AUG 1996) (In the event BAE SYSTEMS' Customer has directed BAE SYSTEMS to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, BAE SYSTEMS may, by written order to SELLER, direct Contractor to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b) (2). In paragraph (f) add after "33.104(h) (1)" "and recovers those costs from BAE SYSTEMS." For the purposes of this clause, the first reference to "Government" shall mean Government.)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (In paragraph (a)(1) and (a)(2) "30 days" is changed to "25 days.")	52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEP 2016)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)		
52.224-2	PRIVACY ACT (APR 1984)		
52.227-9	REFUND OF ROYALTIES (APR 1984)		
52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007)		
52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the BAE SYSTEMS Procurement Representative identified on the face of this Contract.)		
52.227-13	PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact		

- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-15 STOP-WORK ORDER (AUG 1989) (In paragraph (a) "90 days" is changed to "100 days," in paragraph (b) "30 days" is changed to "20 days.")
- 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applicable only if the Prime Contract requires Change Order Accounting.)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applicable if this Contract involves international air transportation.)
- 10. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Items:**
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
- 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (OCT 2014)
- 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) (Delete paragraph (b) of the clause.)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -OVERTIME COMPENSATION (MAY 2018)
- 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 11. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$750,000 and is for a Non-Commercial Item:**
- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 2010)
- 12. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$10,000,000:**
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- 13. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is Fixed Price for Non-Commercial Items:**
- 52.214-26 AUDIT AND RECORDS- SEALED BIDDING (OCT 2010)
- 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (AUG 2011)
- 52.214-28 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (OCT 2010)
- 52.216-5 PRICE REDETERMINATION - PROSPECTIVE (OCT 1997) (Applicable if the requirements of FAR 16.205-2 and FAR 16.205-3(a) through (d) have been met and this clause is expressly incorporated in this Contract. In subparagraph (j) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "BAE SYSTEMS shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.")
- 52.216-6 PRICE REDETERMINATION-RETROACTIVE (OCT 1997) (In subparagraph (i) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "BAE SYSTEMS shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.")
- 52.216-16 INCENTIVE PRICE REVISION-FIRM TARGET (OCT 1997) ALTERNATE I (APR 1984) (In subparagraph (i) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "BAE SYSTEMS shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.")
- 52.216-17 INCENTIVE PRICE REVISION – SUCCESSIVE TARGETS (OCT 1997) (In subparagraph (k) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "BAE SYSTEMS shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.")
- 52.243-1 CHANGES - FIXED PRICE (AUG 1987) (Replace paragraph (a) with the following: BAE SYSTEMS Procurement Representative may at any time, by written order, and without notice to sureties, if any, direct changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work

	(“SOW”), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of BAE SYSTEMS furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. SELLER shall comply immediately with such direction.)	52.232-22	LIMITATION OF FUNDS (APR 1984) (Applicable if this Contract is incrementally funded. When this Contract becomes fully funded 52.232-20 shall apply in lieu of this clause.)
		52.234-4	EARNED VALUE MANAGEMENT SYSTEM (NOV 2016)
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) (In paragraph (a)(2) the first time “60 days” is cited it shall be changed to “45 days”, the second time “60 days” is cited it shall be changed to “75 days”.)
52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987). (Replace paragraph (a) with the following: BAE SYSTEMS Procurement Representative may at any time, by written order, and without notice to sureties, if any, direct changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work (“SOW”), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of BAE SYSTEMS furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. Contractor shall comply immediately with such direction.)
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT – FIXED PRICE (AUG 1996).		
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (In paragraph (n) “Government” means “BAE SYSTEMS and the Government” and “Contracting Officer” means “BAE SYSTEMS or the Contracting Officer.” In paragraph (c) “120 days” is changed to “60 days.” In paragraph (d) “15 days” is changed to “30 days,” and “45 days” is changed to “60 days.” In paragraph (e) “1 year” is changed to “6 months.” In paragraph (l) “90 days” is changed to “45 days.” Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)	52.243-3	CHANGES - TIME-AND- MATERIALS OR LABOR-HOURS (SEP 2000) (Replace paragraph (a) with the following: BAE SYSTEMS Procurement Representative may at any time, by written order, and without notice to sureties, if any, direct changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work (“SOW”), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of BAE SYSTEMS furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. Contractor shall comply immediately with such direction.)
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984) (Timely performance is a material element of this Contract.)		
14.	The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is Cost Type or Time and Material or Fixed Price Incentive for a Non-Commercial Items:		
52.216-8	FIXED FEE (JUN 2011)		
52.216-10	INCENTIVE FEE (JUN 2011) (The amounts in paragraph (e) are set forth on the face of this Contract. In subparagraphs (e) (4) (v) and (e) (4) (vi) where “Government” is unchanged.)		
52.216-11	COST CONTRACT – NO FEE (APR 1984)		
52.216-12	COST-SHARING CONTRACT – NO FEE (APR 1984)		
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Insert ZERO in the Blank.)	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001) (In subparagraph (e) change “60 days” to “120 days” and in subparagraph (f) change “6 months “to” 12 months”.)
52.229-8	TAXES – FOREIGN COST REIMBURSEMENT CONTRACTS (MAR 1990)	52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)
52.229-9	TAXES – COST REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (MAR 1990)	52.246-6	INSPECTION OF TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
52.232-7	PAYMENTS UNDER CONTRACTS TIME-AND-MATERIALS AND LABOR-HOUR (AUG 2012)	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT – COST-REIMBURSEMENT (MAY 2001).
52.232-20	LIMITATION OF COST (APR 1984) (Applicable when this Contract becomes fully funded)	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) (Substitute “60 days” for “120 days”

and “60 days” for “120 days” in paragraph (d). Substitute “150 days” for “1 year” in paragraph (f). Delete paragraph (j). Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

52.249-14 EXCUSABLE DELAYS (APR 1984)

15. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is for a Commercial Item:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2019)

attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property.

- 3) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2) of this provision; and
- 4) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

E. CERTIFICATIONS AND REPRESENTATIONS

This Subsection contains certifications and representations that are material representations of fact upon which BAE SYSTEMS will rely in making awards to Contractor. By submitting its written offer, or providing oral offers/quotations at the request of BAE SYSTEMS, or accepting any Contract, Contractor certifies to the representations and certifications as set forth below in this Subsection. These certifications and representations 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 BAE SYSTEMS. Contractor shall immediately notify BAE SYSTEMS of any change of status with regard to these certifications and representations.

1. The following additional clauses apply to this Contract as defined by the respective FAR clause:

- 52.203-2 Certificate of Independent Price Determination (APR 1985)
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (NOV 2015)
- 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification (AUG 2009)
- 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (AUG 2018)

2. The following additional referenced clauses apply to this Contract as written:

- a) FAR 52.209-5 -- Certification Regarding Responsibility Matters (OCT 2015) (1) The SELLER certifies, to the best of its knowledge and belief, that The SELLER and/or any of its Principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - 2) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

- i. The SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- b) FAR 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) incorporated herein by reference, with the same force and effect as if they were given in full text, and:
 - 1) Contractor certifies that, to the best of its knowledge and belief, that Contractor and/or any of its Principals, (as defined in FAR 52.209-6) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency
 - 2) Contractor shall provide immediate written notice to BAE SYSTEMS if, any time prior to award of any Contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c) FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999).

Contractor represents that if Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (i) Contractor has filed all required compliance reports and: (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

- d) FAR 52.222-25 Affirmative Action Compliance (APR 1984).

Contractor represents (1) that Contractor has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 C.F.R. 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Contractor will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

- e) FAR 52.209-7 (OCT 2018) Information Regarding Responsibility Matters.

If SELLER has current active Federal contracts and grants with a total value greater than \$10,000,000, the SELLER represents, by submission of this offer, that

the information it has entered in the FAPIIS is current, accurate, and complete as of the date of the submission of the offer with regard to the following:

1. Whether SELLER and/or any of its principals has, with in the last five years, been subject of a proceeding at the Federal or State level that resulted in a criminal conviction, a civil proceeding with a finding of fault and liability that results in the payment of \$5,000 or more, or an administrative proceeding with a finding of fault and liability that results in a fine of \$5,000 or more or restitution or damages in excess of \$100,000.
2. The SELLER shall post the information of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisitions.gov>

3. The following additional representations apply:

CONFLICT OF INTEREST

- a) Seller acknowledges that FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, governs Work performed under this Agreement.
- b) Seller represents and warrants that there are no actual, potential, or perceived conflicts of interest associated with its Work for BAE Systems; that it will comply with all BAE Systems policies and procedures related to Work with current United States Government employees; and that it is not prohibited by law or regulation from receiving compensation from BAE Systems for delivering and/or performing Work under this Agreement. Should any actual, potential, or perceived conflict of interest arise in connection with this Agreement, Seller shall notify BAE Systems immediately, but in no event later than one (1) calendar day after becoming aware of such conflict of interest.
- c) BAE Systems, at its sole discretion and on a case-by-case basis, will determine whether a conflict of interest exists or is likely to arise. If BAE Systems determines that an actual, potential, or perceived conflict of interest exists, it may impose on Seller appropriate constraints to neutralize or mitigate that conflict of interest, up to and including, termination of this Agreement.
- d) The term Seller as used in this Article shall mean: (1) the organization entering into this Agreement with BAE Systems; (2) all business organizations with which Seller may merge, join, or affiliate, now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase, merger, or otherwise, direct or indirect control of Seller; (3) Seller's parent organization, if any, and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (4) any organization or enterprise over which Seller has direct or indirect control, now or in the future.
- e) In connection with a particular constraint, Seller may submit a proposal to BAE Systems for the purpose of indicating potential measures to avoid or mitigate a

conflict. BAE Systems, at its sole discretion, may accept or reject Seller's proposal

4. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (JUNE 2018)

- a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.
- b) Certification by submission of offer and/or acceptance of this order

(1) The SELLER certifies that:

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; IF SELLER instead is providing separate information with its offer in accordance with paragraph (d)(2) of this provision. These Terms must be amended based on such submission and acceptance thereof.

F. DFARS FLOWDOWN CLAUSES

Note: If the respective PO or Subcontract identifies this as non-Department of Defense, then the following clauses do not apply:

1. The following additional clauses apply to this Contract as defined by the respective DFARS clause (for Commercial and Non-Commercial Items):

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

252.204-7009	LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019) (paragraphs (c) (6), (d), and (e) (1) are deleted)
252.204-7010	REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (JAN 2009)	252.225-7010	COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)
252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (DEC 2019)	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)
252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (MAY 2016)	252.225-7013	DUTY-FREE ENTRY (MAY 2016)
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)
252.209-7999	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)
252.211-7003	ITEM IDENTIFICATION AND VALUATION (MAR 2016)	252.225-7017	PHOTOVOLTAIC DEVICES (JAN 2020)
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)	252.225-7018	PHOTOVOLTAIC DEVICES – CERTIFICATE (JAN 2020)
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD Contracts) (DEC 2019)	252.225-7021	TRADE AGREEMENTS-BASIC (SEP 2019) (Applicable in lieu of the clause at FAR 52.225-5 TRADE AGREEMENTS)
252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019)	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)
252.223-7001	HAZARD WARNING LABELS (DEC 1991)	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006)
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)
252.223-7003	CHANGE IN PLACE OF PERFORMANCE AMMUNITION AND EXPLOSIVES (DEC 1991)	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES EVALUATION OF OFFERS (APR 2003)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS-BASIC (SEP 2014)	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES (APR 2003)
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)	252.225-7036	BUY AMERICA – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM-BASIC (DEC 2017)
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)	252.225-7039	DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE OF THE UNITED STATES (JUN 2016)
252.225-7001	BUY AMERICA ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2017)	252.225-7040	CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)
252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)	252.225-7043	ANTI-TERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)
252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)	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- DOD CONTRACTS (APR 2019) (In e (1), "Contractor" shall mean BAE SYSTEMS.)

- 252.229-7011 REPORTING OF FOREIGN TAXES – U.S. ASSISTANCE PROGRAMS (SEP 2005)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.235-7003 FREQUENCY AUTHORIZATION-BASIC (MAR 2014)
- 252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JUN 2013)
- 252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)
- 252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016)
- 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)
- 252.239-7017 NOTICE OF SUPPLY CHAIN RISK (FEB 2019)
- 252.239-7018 SUPPLY CHAIN RISK (FEB 2019)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (JUN 2013)
- 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (0DEC 2017)
- 252.246-7001 WARRANTY OF DATA-BASIC (MAR 2014) ALTERNATE II (MAR 2014)
- 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (DEC 2018) (SUPPLIER shall provide notifications to BAE SYSTEMS and the ACO and PCO for the Prime Contract.)
- 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applicable for CAS-covered suppliers) (AUG 2016)
- 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018)

Additional Requirements to BAEDOC USGOVFFP and USGOVCOST for non-CAS Subcontractors:

Under Clause **COUNTERFEIT PARTS: PREVENTION AND NOTIFICATION**, paragraph c): Additionally, the SELLER'S Counterfeit Parts Prevention and Detection system shall have expanding levels of control based on increasing risk in order to ensure that human safety and mission success are not compromised. Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part, the probability that the inspection or test method selected will detect a Counterfeit Electronic Part, and the potential negative consequences of a Counterfeit Electronic Part being used. The system shall include a process for keeping continually informed of current counterfeiting information, trends and GIDEP reports, using such information to continuously update internal procedures and systems as necessary. The system shall consider means to contribute to the abolishment of Counterfeit Electronic Parts proliferation.

Additionally, for either products delivered under this contract containing Electronic Parts or Electronic Parts procured for this contract: If Electronic Parts are determined to be Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts, notification will also be made not later than 60 days after such determination to the Government-Industry Data Exchange Program (GIDEP).

2. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the value of this Contract equals or exceeds \$150,000 (for Commercial and Non-Commercial Items):

- 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)
- 252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2018)
- 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2014)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA-BASIC (FEB 2019) (Applicable in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000.)
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (MAY 2019)

3. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$5,500,000 and is for a Non-Commercial Item:

- 252.203-7004 DISPLAY OF HOTLINE POSTER(S) (AUG 2019)

4. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract is for a Non-Commercial Item:

- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)
- 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)
- 252.227-7013 RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (FEB 2014) (Applicable in lieu of FAR 52.227-14)
- 252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
- 252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (FEB 2014)

- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP2016)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
- 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (In this clause, the term "contract" and "subcontract" shall not change in meaning.)
- 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)
- 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010)
- 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)
- 252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)
- 5. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Item:**
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (In this clause, the terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) thru (d).)
- 6. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$1,000,000 and is for a Non-Commercial Item:**
- 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
- 7. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$50,000,000 and is for a Non-Commercial Item:**
- 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM- BASIC (NOV 2014)
- 8. The following additional clauses apply to this as defined by the respective DFARS clause if the Contract is for a Commercial Item:**

252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (FEB 2014)

9. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract is Cost Type, Incentive or T&M:

- 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)
- 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011)
- 252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

G. NAVSEA FLOWDOWN CLAUSES

1. The following additional clauses apply to this Contract if the Prime Contract customer is Naval Sea Systems Command and the Prime Contract is either Cost Type or Fixed Price. Clauses may be invoked by either NAVSEA Headquarters or the Regional Maintenance Center:

- HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)
- HQ C-2-0005 ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (DEC 2005)
- HQ C-2-0006 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)
- HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)
- HQ C-2-0016 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990) (MODIFIED) (SEP 2012)
- HQ C-2-0018 DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)
- HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)
- HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)
- HQ C-2-0028 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)
- HQ C-2-0029 HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)
- HQ C-2-0045 QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING PERSONNEL (NAVSEA) (APR 2004)
- HQ C-2-0047 REMOVALS (NAVSEA) (SEP 1990)
- HQ C-2-0056 TESTS AND TRIALS (NAVSEA) (OCT 1990)

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (DEC 2005)

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) (NAVSEA VARIATION) – Items to be specified on the face of the PO if applicable.

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

HQ E-2-0002 ADDITIONAL PROVISIONS RELATING TO CORRECTION OF DEFECTS (NAVSEA) (OCT 1990)

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

5252.233 9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)

5252.243-9113 OTHER CHANGE PROPOSALS (CT) - ALTERNATE I (JAN 1990)

RMC L-2-0010 GOVERNMENT PROPERTY IN POSSESSION OF OFFERORS (Undated)

2. The following additional clauses apply to this Contract if the Prime Contract customer is Naval Sea Systems Command and the Prime Contract is Fixed Price. Clauses may be invoked by either NAVSEA Headquarters or the Regional Maintenance Center:

HQ C-2-0003 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (MAR 2011)

HQ C-2-0010 COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990)

HQ C-2-0020 DOCK TRIALS AND FAST CRUISE (NAVSEA) (MAY 1993)

HQ C-2-0044 PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)

HQ C-2-0048 REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)

HQ C-2-0050 SPECIAL AGREEMENT REGARDING SWITCHBOARD SUBCONTRACTS (NAVSEA) (JUN 2000)

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

HQ C-2-0053 STANDARDIZATION - ALTERNATE I (NAVSEA) (JAN 2008)

HQ C-2-0063 NOTIFICATION OF/USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

HQ D-1-0004 WARRANTY NOTIFICATION FOR ITEMS (to be specified on the face of the PO if applicable) – ALTERNATE I (NAVSEA) (SEP 2009)

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

RMC L-2-0015 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 93)

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

3. The following additional clauses apply to this Contract if the Prime Contract customer is Naval Sea Systems Command and the Prime Contract is Cost Type. Clauses may be invoked by either NAVSEA Headquarters or the Regional Maintenance Center:

HQ B-2-0016 PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (SEP 1990)

HQ B-2-0019 TRAVEL COSTS (NAVSEA) (MAY 1993)

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

HQ C-2-0007 APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

HQ C-2-0008 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

HQ C-2-0025 FACILITIES NOT TO BE GOVERNMENT-FURNISHED (CT) (NAVSEA) (SEP 2009)

HQ C-2-0031 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (SEP 2009)/ (COST TYPE) ALTERNATE I (NAVSEA) (SEP 2009)

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

HQ C-2-0042 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS – ALTERNATE I (NAVSEA) (JAN 2008)

RMC C-2-0060 USE OF POWER GRINDERS AND SAWS (NAVSEA) (SEP 1990)

RMC C-2-0016 USE OF BLACK OXIDE COATED BRASS THREADED FASTENERS (BOCBTFs) (Undated)

RMC C-2-0018 COSAL CONFIGURATION CHANGE DOCUMENTATION (NAVSEA) (JUN 1992)

RMC C-2-0024 CITIZENSHIP REQUIREMENTS (Undated)

RMC C-2-0026 THREAT CONDITIONS (Undated) (As applicable to the area wherein work will be performed under this Contract.)

RMC C-2-0027 USE/POSSESSION OF PERSONAL ELECTRONIC DEVICES (PED'S) (Undated)

HQ E-1-0005 INSPECTION AND ACCEPTANCE OF PIO (Undated)

HQ E-1-0006 INSPECTION AND ACCEPTANCE OF PTD (Undated)

RMC E-2-0001 QUALITY ASSURANCE PROGRAM (Undated)

HQ L-2-0003 FACILITY SECURITY CLEARANCE (NAVSEA) (FEB 2012)

HQ L-2-0005 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

RMC L-2-0006 SECURITY REQUIREMENTS AND DESTRUCTION OF CLASSIFIED MATERIAL (Undated)

HQ L-2-0012 USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)