

BAE SYSTEMS, ES(UK) - SPECIAL CONDITIONS - FAR/DFAR Rev: 13

A. INCORPORATION OF FEDERAL ACQUISITION REGULATION (FAR) CLAUSES & DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFAR) CLAUSES

To the extent this Order is in support of a USG contract, the FAR/DFAR clauses referenced below are incorporated herein 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 Order. If the date or substance of any of the clauses is different than the date or substance of the clause actually incorporated in the Prime Contract, the date or substance of the clause incorporated by said Prime Contract shall apply. Any reference to a "Disputes" clause shall mean the "Law and Jurisdiction" clause of the Order.

B. AMENDMENTS REQUIRED BY PRIME CONTRACT

Supplier shall accept amendments to this Order to incorporate additional provisions, or to change provisions, as Purchaser reasonably deems necessary to comply with the provisions of the applicable Prime Contract or any amendment to such. If any such amendment causes an increase or a decrease in the estimated cost of, or the time required for performance, then an equitable adjustment shall be agreed.

C. COMMUNICATIONS

Any communication/notification with the USG Contracting Officer or Purchaser's customer shall be through the Purchaser unless otherwise required by law or regulation.

D. DEFINITIONS

When a FAR/DFAR clause uses a term defined in the FAR/DFAR, the definition shall be as FAR 2.101 & DFAR 202.101 in effect on the date of this Order unless (i) a different definition is expressly set forth in this Order; or (ii) the clause where the term is prescribed provides a different meaning; or (iii) the term is defined in FAR Part 31 (cost & price), see <http://farsite.hill.af.mil/vmfara.htm>. As used in the following FAR/DFAR clauses:

1. "Contract" & "Subcontract" means this Order, or Supplier's order in the case of flowdown to its sub-tiers.
2. "Contractor" means Supplier acting as the immediate subcontractor to Purchaser.
3. "Government" means the United States Government (USG).
4. "Prime Contract" means the contract between Purchaser and the USG or between Purchaser and its higher-tier contractor in support of a contract with the USG.
5. 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 i) a right, act, authorisation or obligation can be granted or performed only by the USG or Contracting Officer or duly authorised representative and/or when ii) title to property is to be transferred directly to the USG.
6. "Note 1" means that "and Purchaser" is inserted after "Government" and/or "Contracting Officer".
7. "Commercial Item" means an item as defined in FAR 2.101, see below for a summary of the definition;
 - (a) Item that is of a type customarily used by the general public or by non-USG entities for purposes other than USG purposes, and has been, or has been offered, for sale, lease, or license to the general public;
 - (b) Item that evolved from an item described in paragraph (a) through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under this solicitation;
 - (c) Item that would satisfy a criterion expressed in paragraphs (a) or (b), but for; (i) Modifications of a type customarily available in the commercial marketplace; or (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet USG requirements. Minor modifications means modifications that do not significantly alter the non-USG function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include value & size of the modification and comparative value & size of final product. Values and percentages may be used as a guide, but are not conclusive evidence that a modification is minor;
 - (d) Any combination of (a) to (e) of a type customarily combined and sold in combination to general public;
 - (e) Installation / maintenance / repair / training / and other services if....."

E. FAR / DFAR FLOWDOWN CLAUSES APPLYING TO THIS ORDER

COMMERCIAL ITEM (see DEFINITIONS) - Section 1 (& 3 but only if applicable, refer to notes in section)
1(a) is only for US companies (Supplier or flowdown to a Suppliers sub-tier US suppliers)

ALL OTHER ITEMS - Section 1, 2 (& 3 but only if applicable, refer to notes in section)
1(a) and 2(a) are only for US companies (Supplier or flowdown to a Suppliers sub-tier US suppliers)

1. COMMERCIAL ITEM, + ALL OTHER ITEMS

Applicable to all Contract values:

- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 21) (N/A if COTS item) (applicable if Federal contract information being stored or transmitted).
- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 23) (Supplier shall not use any such product in the development of data or deliverables first produced in the performance of the contract).
- 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 23) (Supplier shall not allow installation of TikTok or other ByteDance Limited applications on any information technology equipment, in accordance with the "No TikTok on Government Devices" Act)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (JAN 25) (mandates FAR flow down for Commercial items (these are included herein)) (supplemented by DFAR
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (NOV 23), allows minimal number of DFAR to be flowed down for compliance).
- 252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (JAN 25) (Applicable if Contract is for a Commercial item and Technical Data is to be delivered).
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JAN 25) (Applicable if Contract is for a Commercial item and Technical Data is to be delivered).

Applicable if the value of Contract exceeds \$150,000:

- 52.203-6 RESTRICTIONS ON SUBCONTRACTORS TO THE GOVERNMENT (JUN 20) (Prohibits acts or agreements which may restrict subcontractor sales directly to the Government) (For Commercial items the prohibition applies only to the extent that any restriction results in the USG being treated differently from any other prospective purchaser).

Applicable if the value of Contract exceeds \$1,000,000:

- 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES APR 03) (Applicable if Contract is with a UK firm) (Supplier shall advise Purchaser of any UK MoD Levies included in their price, or their UK sub-tier suppliers prices where that contract exceeds \$1m).

Applicable if the value of Contract exceeds \$5,500,000:

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 21)(Supplier shall have a written code of ethics and conduct, available to each employee engaged in performance of the contract, any violation of US civil False Claims Act or US criminal law to be made in writing to the agency of the Office of the Inspector General), (employees to be aware of 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 19)).

(a) The following clauses are only applicable to US companies

Applicable to all Contract values:

- 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009(JUN 10)
- 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 17)

- 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, & EQUIPMENT (JUN 20) (N/A if Contract less than \$15k) (Requires that minimum wage standards are complied with).
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 15)
- 52.222-26 EQUAL OPPORTUNITY (SEP 16) (Only subparagraphs (b)(1)-(11) apply).
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 20) (N/A if Contract less than \$15k).
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 10) (N/A if Contract less than \$10k)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (AUG 18) (Applicable if Contract is for services covered by the Service Contract Act of 1965).
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 21) (Includes requirement for a compliance plan & certification appropriate to size & complexity of contract when any portion is for (i) supplies, other than COTS, acquired outside the US, or services to be performed outside the US, and (ii) has an estimated value that exceeds \$550k, Purchaser assumes Supplier certification in accordance with 52.222-56 (NOV 21) .
- 52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 14) .
- 52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 14) .
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 25) (Applicable if Contract is more than \$3500, is for Services, but not in respect of COTS items) (Note 1 applies to para (a)(1)(iii)).
- 52.222-55 ESTABLISHING MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (JAN 22) .
- 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 22) (Only applicable if 52.22-41 is also applicable).
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JAN 20)
- 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (FEB 21)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 23) (Any accelerated payments received must be flowed through to US Small Business suppliers).
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 22)
- 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 15) (Applicable where a US Contractor will be performing or traveling outside the US under this Contract).

Applicable if the value of Contract exceeds \$150,000:

- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (JUN 20)

Applicable if the value of Contract exceeds \$500,000:

- 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 16) (N/A to COTS items).

Applicable if the value of Contract exceeds \$750,000:

- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 25) (N/A to a US Small Business).
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 25) (N/A to a US Small Business) (Contractor's subcontracting plan is incorporated herein by reference) (supplemented by
- 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN DoD CONTRACTS (DEC 19).
- 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (SEP 21) (Delete subparagraphs (d) and (e)) (Note 1 applies to subparagraph (f) only).
- 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DEC 22) (only applicable if Supplier participates in the Test Program).

Applicable if the value of Contract exceeds \$5,500,000:

- 252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 23)

2. ADDITIONAL CLAUSES FOR ALL OTHER ITEMS (In addition to section 1)

Applicable to all Contract values:

- 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applicable when reported royalty exceeds \$250) (Supplier shall advise of any royalties included in their price at time of Contract award).
- 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") (Supplier shall accept a 100 day stop to work should Purchaser's customer place a stop work order on the Purchaser).
- 52.243-1 CHANGES - FIXED PRICE (AUG 1987) (Supplier shall accept a change in Contract scope should Purchaser's customer order such a change, and to support agreement of an equitable adjustment in contract price with Purchaser's customer where necessary).
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 14) (Applicable if Supplier requires, or may require access to a DoD installation on this Contract).
- 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 18) (Supplier shall not procure supplies or services covered by the US Munitions List, or 600 series of the Commerce Control List, from a Communist Chinese military company).
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 23) (Applicable if the Supplies contain ball or roller bearings) (Supplier shall notify Purchaser at contract award of any non-compliance so that an exception can be requested from Purchaser's customer).
- 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 19) (Supplier shall offer cooperation and assistance to the Purchaser in support of accident investigations).
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALITY METALS (JAN 23)
- 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 24)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (OCT 24) (Supplier shall advise Purchaser whenever Supplies will be transported by sea) (Applicable in lieu of FAR 52.247-64) (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 Contract is at or below \$150k).

Applicable to all Contract values (the following mandatory Patent / Data Rights flowdown assert USG rights. Purchaser rights claimed are a minimum to ensure USG rights and Purchaser does not obtain any ownership rights in technical data additional to those agreed elsewhere in the Order):

- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 20) (Supplier shall provide prompt notice of any claim of infringement received, notification to USG required if Contract over \$150k) (FAR 52.227-1 giving USG Authorisation and Consent to use inventions covered by a US patent is applicable to this contract) (Note 1 applies).
- 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 14) (Applicable if Supplier is a US Small Business or US non-profit organization and made applicable by FAR 27.303 (a)(1) & Contract is for experimental, developmental or research) (Reports shall be filed with agency identified in Contract, if none identified contact Purchaser) (Supplier shall notify Purchaser of any existing patents or any patents being applied for under this Contract).
- 52.227-13 PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT (DEC 07) (Applicable if Contract is for experimental, developmental, or research & made applicable by FAR 27.303 (c)(1)) (Supplier to report inventions created under this contract that may be or will be patented, reports to be filed with agency identified in Contract, if none identified, contact Purchaser) (Supplier shall advise Purchaser of any patent application or report it intends to submit).
- 252.227-7013 RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (JAN 25) (Applicable in lieu of FAR 52.227-14) (Supplier shall advise of any update to the data assertion made on award of Contract under 252.227-7017).

- 252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 23) (Applicable in lieu of FAR 52.227-14) (Supplier shall advise of any update to the data assertion made on award of Contract under 252.227-7017).
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 25)
- 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS (JAN 25) ("Offeror" means Supplier) (In paragraphs (a) and (b) the references to the SBIR data rights are deleted) (Supplier shall submit a full data assertion with their proposal).
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (JAN 25) (Supplier shall maintain records to support any data assertion, & acknowledges USG right to challenge).
- 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Applicable if Contract has a specific line item for data items identified as "Deferred Delivery", Supplier shall deliver this data up to 2 years from contract completion, if so requested by USG).
- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Supplier shall accept orders for data up to 3 years from contract completion, on terms to be agreed, if in support of a request to the Purchaser from their customer) (Note 1 applies).
- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (Supplier shall identify to Purchaser any data previously delivered to USG with less than unlimited rights).
- 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 12) (N/A if Supplier is US Small Business or US non-profit organization subject to FAR 52.227-11, and the contract is for experimental, developmental, or research work) (Supplier shall notify Purchaser of any existing patents or any patents being applied for under this Contract).

Applicable if the value of Contract exceeds \$150,000:

- 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 2020) or, as applicable 52.214-26 AUDIT AND RECORDS-SEALED BIDDING (JUN 20) (Applicable if Contractor is required to furnish cost & price data, or to furnish funding & performance reports) (Supplier shall support audit of these by Purchaser, however if an audit of Suppliers accounting records is deemed to be required then this will be by an independent party to be mutually agreed) (Note 1 applies).
- 52.215-14 INTEGRITY OF UNIT PRICES (NOV 21) (Delete para (b)) (Supplier shall distribute costs over the Contract items in proportion to the cost base).
- 52.246-26 REPORTING NONCONFORMING ITEMS (AUG 24) (Read in conjunction with Counterfeit Parts clause in Purchasers Order)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 25) (Supplier shall advise Purchaser if a US-flag air carrier was not available for use).
- 52.248-1 VALUE ENGINEERING (JUN 20) (Note 1 applies in paragraphs (c)(5) and (m), and (b)(3), and where "Government" precedes "cost" throughout) (Supplier shall submit proposals to Purchaser for any value savings it identifies).
- 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 91) (Applicable if more than 3.1kg of precious metal is required to manufacture the Supplies) (Supplier shall advise Purchaser of any requirement).

Applicable if the value of Contract exceeds \$750,000 (or \$2m for Contracts issued after 1 July 2018):

- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 11) (Applicable if submission of cost & price data is required) (Note 1 applies except the first time "Contracting Officer" appears in paragraph (c)(1). Rights and obligations under this clause shall survive completion of the Supplies and final payment under this Contract) (per 252.215-7000 "pricing adjustment" as used in paragraph (a) means the aggregate increases and/or decreases in cost plus applicable profits).
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 21) (Applicable if submission of cost & price data is required for modifications) (Note 1 applies except the first time "Contracting Officer" appears in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Supplies and final payment under this

- Contract) (per 252.215-7000 “pricing adjustment” as used in paragraph (a) means the aggregate increases and/or decreases in cost plus applicable profits).
- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 21) (Submission of cost & price data is required if Contract exceeds \$700k, or \$2m if Contract released after 1 July 2018, unless exempt under FAR 15.403-1, i.e. price based on price competition or set by law, procurement of Commercial item etc) (per 252.215-7000 “pricing adjustment” as used in paragraph (a) means the aggregate increases and/or decreases in cost plus applicable profits) (per 252.243-7001, FAR 31 and DFAR 231 cost principles apply).
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (JUN 20) (Submission of cost & price data is required if modification exceeds or brings total Contract value over \$700k, or \$2m if modification released after 1 July 2018, unless exempt under 15.403-1, see above) (per 252.215-7000 “pricing adjustment” as used in paragraph (a) means the aggregate increases and/or decreases in cost plus applicable profits) (per 252.243-7001, FAR 31 and DFAR 231 cost principles apply) (Where a change or series of changes exceeds \$100k Supplier shall maintain separate accounts of all incurred costs, by job order or other suitable accounting procedure).
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applicable if submission of cost & price data is required) (Supplier shall notify Purchaser of any change in ownership).
- 52.215-23 LIMITATION ON PASS THROUGH CHARGES (JUN 20) (Supplier shall not apply excessive non-value added costs for management of subcontractors).
- 52.230-2 COST ACCOUNTING STANDARDS (JUN 20) (Supplier shall follow established cost accounting practices) (Delete paragraph (b) of the clause).
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 20) except when Supplier is a non-US company when the alternate shall apply, 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES--FOREIGN CONCERNS (Jun 20) (Supplier shall consistently follow its disclosed and established cost accounting practices) (Delete paragraph (b) of the clause) (Supplier shall support audits by Purchaser, however if an audit of Suppliers accounting records is deemed to be required then this will be by an independent party to be mutually agreed) (Note 1 applies).
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 10) (Supplier shall advise of any change to the accounting standards in effect on the date of award or of final agreement on price, as shown on the Suppliers signed Certificate of Current Cost or Pricing Data).

Applicable if the value of Contract exceeds \$1,500,000:

- 252.211-7000 ACQUISITION STREAMLINING (OCT 10)(Supplier shall submit cost saving recommendations to the Purchaser where identified, flow down in subcontracts over \$1.5 million).

(a) The following clauses are only applicable to US companies

Applicable to all Contract values:

- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION(MAY 18) (Applicable if Contract may require / involve the employment of labourers & mechanics)
- 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (SEP 16)

Applicable if the value of Contract exceeds \$150,000:

- 52.203-17 EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHT (NOV 23)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (JUN 20) & 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (JUN 20)
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 22)

Applicable if the value of Contract exceeds \$500,000:

- 252.226-7001 UTILIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES – DoD CONTRACTS AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 23)

Applicable if the value of Contract exceeds \$750,000:

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 10) (Applicable if this Contract meets the applicability requirements of FAR 15.408(g)).

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 05) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j)).

Applicable if the value of Contract exceeds \$1,000,000:

252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 23) (The certification in paragraph (b)(2) applies to both Supplier in its own capacity and to cover Supplier's covered Subcontractors).

Applicable if the value of Contract exceeds \$5,500,000:

52.203-14 DISPLAY OF HOTLINE POSTERS (NOV 21)

3. CYBER SECURITY (N/A if COTS items)

The following will only apply where Supplier may be required to store, process, &/or transmit Covered Defense Information (CDI) electronically in performance of its sub-contract. Purchaser will advise applicability at time of solicitation, or at latest prior to Contract. Supplier must immediately notify Purchaser if these cannot be complied with as Purchaser will be restricted in awarding Orders. We do not anticipate a requirement for more than a "basic assessment" or CMMC "level 3" as applicable.

252.204-7008 COMPLIANCE WITH SAFEGUARDING CDI CONTROLS (OCT 16) (By submission of its offer Supplier represents it is compliant with NIST 800-171)

252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 23) (places confidentiality obligations on Supplier where it receives 3rd part information in connection with an incident).

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (JAN 23) (requires compliance with NIST 800-171 cyber security controls).

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (JAN 23) (By submission of its offer Supplier represents it has a current assessment (3 years or if required, less) verified in the DoD SPRS, or has emailed a self-assessed "basic assessment" to webpmsmh@navy.mil (ref. 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (JAN 23))).

252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT (JAN 23) (Note; DoD will roll out and fully implement CMMC by 1 Oct 2025, Purchaser will separately advise when this applies but in the interim Supplier should work towards compliance in anticipation of full implementation).

F CERTIFICATIONS AND REPRESENTATIONS

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

(1) Where applicable, the Supplier represents and warrants that the Supplies provided under this Contract constitute a "Commercial Item" as defined in FAR 2.101.

The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to this Contract. In each clause

incorporated below, substitute "Purchaser" for "Government" and "Contracting Agency", "Supplier" for "Contractor" and "Purchaser" for "Contracting Officer" throughout.

- (2) FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024) (Applicable to solicitations/ contracts exceeding \$150,000), FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 20) (Applicable to solicitations/ contracts exceeding \$150,000), (definitions and prohibitions contained therein are incorporated by reference in paragraph (b) of this certification);

Contractor certifies that to the best of its knowledge and belief that on and after 23 December 1989:

(a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Contract;

(b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and

(c) Contractor will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$150k shall certify and disclose accordingly. Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, US Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10k, and not more than \$100k, for each such failure.

- (3) FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS(AUG 20) (Applicable to solicitations / contract exceeding \$150,000);

Contractor certifies, to the best of its knowledge and belief, that it and/or any of its Principals:

(a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any US Federal agency;

(b) 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, 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; and

(c) 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 (a)(1)(i)(B) of this provision; and

(d) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3.5k for which the liability remains unsatisfied.

(i) The Supplier has not within a three-year period preceding this offer, had one or more contracts terminated for default by any US Federal agency.

- (4) FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 21) ;

(a) 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 US Federal agency.

(b) Contractor shall provide immediate written notice to PURCHASER 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.

- (5) FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 99) ; (US companies only)

Contractor represents that if Contractor has participated in a previous contract or subcontract subject to 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.

- (6) FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984); (US companies only)

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 Labour (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.

- (7) FAR 52.204-24 (NOV 21), 52.204-25 (NOV 21), 52.204-26 (OCT 20), 252.204-7018 (Jan 23); (only applicable if Supplies contain telecoms equipment)

Supplier certifies by acceptance of this Order that the Supplies are not, and do not include, "covered telecommunications equipment or services" as defined within the above FAR & DFAR clauses. If the Supplies are or do include "covered telecommunications equipment or services" as defined in the above FAR/DFAR, the Supplier must provide such notification immediately in writing upon receipt of the Order. Supplier must identify all such equipment or services and describe the proposed or intended use under the Contract.