

**BAEDOC USGOVB****FAR/OTHER AGENCIES FLOW DOWN PROVISIONS FOR SUBCONTRACT/PURCHASE ORDERS FOR ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT - DOMESTIC AND INTERNATIONAL/COMMERCIAL AND NON-COMMERCIAL ITEMS****A. GOVERNMENT SUBCONTRACT****B. AMENDMENTS REQUIRED BY PRIME CONTRACT****C. PRESERVATION OF THE GOVERNMENT'S RIGHTS****D. FAR FLOWDOWN CLAUSES**

1. as defined by the respective FAR clause (for Commercial and Non-Commercial Items)
2. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$10,000 (for Commercial and Non-Commercial Items)
3. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$15,000 (for Commercial and Non-Commercial Items)
4. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$30,000 (for Commercial and Non-Commercial Items)
5. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$250,000 (for Commercial and Non-Commercial Items)
6. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$750,000 (for Commercial and Non-Commercial Items)
7. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 (for Commercial and Non-Commercial Items)
8. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 and the period of performance exceeds 120 days (for Commercial and Non-Commercial Items)
9. as defined by the respective FAR clause if the Contract is for a Non-Commercial Item
10. as defined by the respective FAR clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Item
11. as defined by the respective FAR clause if the Contract equals or exceeds \$750,000 and is for a Non-Commercial Item
12. as defined by the respective FAR clause if the Contract equals or exceeds \$5,500,000 and is for a Non-Commercial Item
13. as defined by the respective FAR clause if the Contract equals or exceeds \$10,000,000
14. as defined by the respective FAR clause if the Contract is Fixed Price for Non-Commercial Items

15. 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 Item
16. as defined by the respective FAR clause if the Contract is for a Commercial Item

**E. CERTIFICATIONS AND REPRESENTATIONS**

1. The following additional clauses apply to this Contract as defined by the respective FAR clause
2. The following additional referenced clauses apply to this Contract as written
3. The following additional representations apply
  - A. CONFLICT OF INTEREST
  - B. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021)

**F. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) FLOWDOWN CLAUSES**

1. as defined by the respective NASA clause (for Commercial and Non-Commercial Items)
2. as defined by the respective NASA clause if the value of this Contract equals or exceeds \$100,000 (for Commercial and Non-Commercial Items)
3. as defined by the respective NASA clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items)

**G. DEPARTMENT OF ENERGY (DOE)/DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) SUPPLEMENT FLOWDOWN PROVISIONS**

1. as defined by the respective DOE/DEAR clause (for Commercial and Non-Commercial Items)
2. as defined by the respective DOE/DEAR clause if the value of this Contract equals or exceeds \$500,000 (for Commercial and Non-Commercial Items)
3. as defined by the respective DOE/DEAR clause if this Contract is Cost Type

**H. HOMELAND SECURITY ACQUISITION REGULATION (HSAR) FLOWDOWN PROVISIONS**

1. as defined by the respective HSAR clause (for Commercial and Non-Commercial Items)

**I. TRANSPORTATION ACQUISITION REGULATION (TAR) FLOWDOWN PROVISIONS**

1. as defined by the respective TAR clause (for Commercial and Non-Commercial Items)

The Federal Acquisition Regulation (FAR) and other agencies 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, the word or term shall have the same meaning as in the definition in FAR 2.101 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 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](https://www.acq.osd.mil/dpap/dars/class_deviations.html) shall take precedence over the relevant flow down. If a corresponding FAR and other agency clause is referenced, the other agency clause shall take precedence. 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.
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.

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):**

- |           |  |
|-----------|--|
| 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 (MAR 2021)   |
| 52.204-7  | SYSTEM FOR AWARD MANAGEMENT (OCT 2018)   |
| 52.204-9  | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)  |
| 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)  |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) |
| 52.204-24 | REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)                                  |
| 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)                            |
| 52.204-26 | COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (OCT 2020)   |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)  |
| 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008) (When called out on the face of this contract)  |
| 52.215-20 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021)                                |
| 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021)                |
| 52.215-22 | LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)   |

52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)	52.232-16	PROGRESS PAYMENTS (NOV 2021)
52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018) Only section (h) applies.	52.232-32	PERFORMANCE-BASED PAYMENTS (APR 2012)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (If this Contract, except contracts to small business concerns, exceeds \$250,000 the Contractor must include this clause in all lower tier subcontracts that offer subcontracting opportunities.)	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) (Applicable to small businesses only and only when BAE Systems is the Prime contractor),
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	52.244-2	SUBCONTRACTS (JUN 2020) (Only sections (g) and (h) apply)
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (JUN 2020)	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2022)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	52.245-1	GOVERNMENT PROPERTY (SEP 2021) (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 nonacceptance by the Government of SELLER's property control system.").
52.222-26	EQUAL OPPORTUNITY (SEP 2016) (Only subparagraphs (c) (1)-(11) applies.)	52.245-9	USE AND CHARGES (APR 2012)
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)	52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)
52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021) (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.)	52.246-26	REPORTING NONCONFORMING ITEMS (NOV 2021)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (NOV 2021)	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021)
52.222-55	ESTABLISHING MINIMUM WAGES UNDER EXECUTIVE ORDER 14026 (JAN 2022)		
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)		
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)		
52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (In the blank insert "30.")		
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)		
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)		
52.223-99	ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)		
52.225-1	BUY AMERICA SUPPLIES (NOV 2021)		
52.225-5	TRADE AGREEMENTS (OCT 2019)		
52.225-8	DUTY FREE ENTRY (OCT 2010)		
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)		
52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016)		
52.227-1	AUTHORIZATION AND CONSENT (JUN 2020)		
		2.	<b>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):</b>
		52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
		3.	<b>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):</b>
		52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
		4.	<b>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):</b>
		52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) Note: BAE SYSTEMS requires that all SELLERS register and annually update the System for Award Management (SAM).
		5.	<b>The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$250,000 (for Commercial and Non-Commercial Items):</b>
		52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
		52.203-3	GRATUITIES (APR 1984)
		52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
- 52.229-3 FEDERAL, STATE AND LOCAL TAXES (FEB 2013)
- 52.229-4 FEDERAL, STATE AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013)
- 52.229-6 TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES – FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 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 \$750,000 (for Commercial and Non-Commercial Items):**
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021). The SELLER'S subcontracting plan is incorporated herein by reference.)
- 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (SEP 2021) (Delete subparagraphs (d) and (e).)
- 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 \$5,500,000 (for Commercial and Non-Commercial Items):**
- 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
- 52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)
- 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 performance exceeds 120 days(for Commercial and Non-Commercial Items):**
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
- 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:**
- 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)
- 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
- 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.
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUNE 2003)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (In paragraph (a)(1) and (a)(2) "30 days" is changed to "25 days."
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)
- 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 the BAE SYSTEMS Procurement Representative identified on the face of this Contract.
- 52.227-14 RIGHTS IN DATA - GENERAL (MAY 2014)
- 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)
- 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.)
- 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.)
- 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)
- 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020) (When referenced in this Contract, full CAS Coverage applies. Delete paragraph (b) of the clause.)
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020) (When referenced in this Contract, Modified CAS Coverage applies. Delete paragraph (b) of the clause.)

- 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS (JUN 2020)
- 52.230-5 COST ACCOUNTING STANDARDS-EDUCATIONAL INSTITUTION (JUN 2020 (When referenced in this Contract, full CAS Coverage applies. Delete paragraph (b) of the clause.)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
- 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. )
- 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEP 2016)
- 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 Item:**
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (NOV 2021)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)
- 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)
- 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 2020)
- 52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021) (Delete paragraph (b) of the clause.)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS -OVERTIME COMPENSATION (MAR 2018)
- 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.248-1 VALUE ENGINEERING (JUN 2020)
- 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 (JUN 2020)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (JUN 2020)
- 12. 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:**
- 52.203-14 DISPLAY OF HOTLINE POSTERS (NOV 2021) (Contact BAE SYSTEMS Procurement Representative if assistance is required obtaining any required posters.)
- 13. 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)
- 14. 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 (JUN 2020)
- 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (JUN 2020)
- 52.214-28 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (JUN 2020)
- 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. )

- 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
- 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
- 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.)
- 52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984) (Timely performance is a material element of this Contract).

**15. 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 Item:**

- 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.)
- 52.229-8 TAXES – FOREIGN COST REIMBURSEMENT CONTRACTS (MAR 1990)
- 52.229-9 TAXES – COST REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (MAR 1990)
- 52.232-20 LIMITATION OF COST (APR 1984) (Applicable Costs type Subcontracts when fully funded)
- 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).
- 52.232-7 PAYMENTS UNDER TIME-AND- MATERIALS AND LABOR-HOUR CONTRACTS (NOV 2021)
- 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (NOV 2016)
- 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”).
- 52.243-2 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. )

- 52.243-3 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. )
- 52.246-3 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”.)
- 52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)
- 52.246-6 INSPECTION OF TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
- 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT – COST-REIMBURSEMENT (MAY 2001).
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 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.

**16. 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 (JAN2022)

**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 Certain Activities or Transactions Relating to Iran – Representation and Certification (JUN 2020)

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

- a) FAR 52.209-5 -- Certification Regarding Responsibility Matters (AUG 2020) (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, 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.
  - 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 (NOV 2021) 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:**

**A. CONFLICT OF INTEREST**

- i. Seller acknowledges that FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, governs Work performed under this Agreement.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

**B. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021)**

a) This provision does not apply to acquisitions at or 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 at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; 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 at <https://www.state.gov/t/ave/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. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) FLOWDOWN CLAUSES**

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

- 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)
- 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION (JAN 2011)
- 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
- 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)
- 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAPS REPORTING (DEC 2015)
- 1852.223-71 AUTHORIZATION FOR RADIO FREQUENCY USE (APR 2015)
- 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (JUL 2015)
- 1852.223-74 DRUG - AND ALCOHOL-FREE WORKFORCE (NOV 2015)
- 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003)

- 1852.225-70 EXPORT LICENSES (FEB 2000)
- 1852.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (SHORT FORM) (APR 2015)
- 1852.227-14 RIGHTS IN DATA - GENERAL (APR 2015) (Modifies FAR 52.227-14, RIGHTS IN DATA – GENERAL)
- 1852.227-19 COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS (JUL 1997)
- 1852.227-70 NEW TECHNOLOGY- OTHER THAN SMALL BUSINESS OR NONPROFIT ORGANIZATION (APR 2015)
- 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015)
- 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015) (Applicable if this Contract contains either of the clauses at FAR 52.227-11 PATENT RIGHTS - RETENTION BY CONTRACTOR (SHORT FORM) or NFS 1852.227-70 NEW TECHNOLOGY-OTHER THAN SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION. The respective representatives referenced in the clause are identified in the Schedule.)
- 1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSE (APR 2015) (Applicable for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.227-19.)
- 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCT 2012)
- 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OF SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (OCT 2012)
- 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (APR 2015)
- 1852.237-71 PENSION PORTABILITY (JAN 1997)
- 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988) (Substitute “forty-five (45) days” for “30 days” in the clause)
- 1852.242-72 DENIED ACCESS TO NASA FACILITIES (OCT 2015)
- 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004) (Applicable only if Contractor is specifically notified by BAE SYSTEMS pursuant to NFS 18-42.7201(b))
- 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT FURNISHED PROPERTY (AUG 2015)
- 1852.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (JAN 2011)
- 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2017)
- 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)
- 1852.246-73 HUMAN SPACE FLIGHT ITEM (MAR 1997)

1852.247-71 PROTECTION OF THE FLORIDA MANATEE (JUN 2018)

2. **The following additional clauses apply to this Contract as defined by the respective NASA clause if the value of this Contract equals or exceeds \$100,000 (for Commercial and Non-Commercial Items):**

1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)

3. **The following additional clauses apply to this Contract as defined by the respective NASA clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):**

1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015) (Applicable if FAR 52.219-9 applies to this Contract.)

4. **In accordance with 2 C.F.R. 1880.220, SELLER will not subcontract to suspended or debarred entities at any tier, at any dollar amount.**

**G. DEPARTMENT OF ENERGY (DOE)/DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) SUPPLEMENT FLOWDOWN PROVISIONS**

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

952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

952.204-2 SECURITY REQUIREMENTS (AUG 2016)

952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011) (In subparagraph (a), substitute "40 days" for "60 days" in the second sentence.)

952.204-73 FACILITY CLEARANCE (AUG 2016)

952.204-77 COMPUTER SECURITY (AUG 2006)

952.208-70 PRINTING (APRIL 1984)

952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) (ALT I) In subparagraphs (c)(1), delete "The Department" and substitute in lieu thereof "BAE SYSTEMS"; in subparagraph (c)(2), delete "DOE" and substitute in lieu thereof "BAE SYSTEMS." The required disclosure shall be provided to the BAE SYSTEMS Procurement Representative)

952.217-70 ACQUISITION OF REAL PROPERTY (MAR 2011)

970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)

952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)

952.227-9 REFUND OF ROYALTIES (MAR 1995)

952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (MAR 1995) (Disclosures and Reports to the DOE required by the clause shall be through the BAE SYSTEMS Procurement Representative.)

952.227-13 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997)

952.227-14 RIGHTS IN DATA-GENERAL (DOE COVERAGE-ALTERNATES VI AND VII) (FEB 1998)

952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)

952.237-70 COLLECTIVE BARGAINING AGREEMENTS—PROTECTIVE SERVICES (AUG 1993)

952.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)

952.247-70 FOREIGN TRAVEL (JUN 2010)

952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (AUG 2016)

2. **The following additional clauses apply to this Contract as defined by the respective DOE/DEAR clause if the value of this Contract equals or exceeds \$500,000 (for Commercial and Non-Commercial Items):**

952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

3. **The following additional clauses apply to this Contract as defined by the respective DOE/DEAR clause if this Contract is Cost Type:**

952.245-5 GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS)

952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)

**H. HOMELAND SECURITY ACQUISITION REGULATION (HSAR) FLOWDOWN PROVISIONS**

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

3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

REMOVED FROM HSAR

3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)

3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)

3052.223-90 ACCIDENT AND FIRE REPORTING (USCG) (DEC 2003)

3052.228-70 INSURANCE (DEC 2003)

3052.236-70 SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS (DEC 2003)

**I. TRANSPORTATION ACQUISITION REGULATION (TAR) FLOWDOWN PROVISIONS**

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

1252.211-70 INDEX FOR SPECIFICATIONS (APR 2005)

1252.216-70 EVALUATION OF OFFERS SUBJECT TO AN ECONOMIC PRICE ADJUSTMENT CLAUSE (OCT 1994)

1252.216-71 DETERMINATION OF AWARD FEE (APR 2005)

1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994)

1252.216-73 DISTRIBUTION OF AWARD FEE (APR 2005)

1252.216-74 SETTLEMENT OF LETTER CONTRACT (OCT 1994)

1252.217-70 GUARANTEE (APR 2005)

1252.217-71 DELIVERY & SHIFTING OF VESSEL (OCT 1994)

1252.217-72 PERFORMANCE (OCT 1994)

1252.217-73 INSPECTION AND MANNER OF DOING WORK (OCT 1994)

1252.217-74 SUBCONTRACTS (OCT 1994)

1252.217-75 LAY DAYS (OCT 1994)

1252.217-76 LIABILITY AND INSURANCE (OCT 1994)

1252.217-77 TITLE (OCT 1994)

1252.217-78 DISCHARGE OF LIENS (OCT 1994)

1252.217-79 DELAYS (OCT 1994)

1252.217-80 DEPARTMENT OF LABOR SAFETY AND HEALTH REGULATIONS FOR SHIP REPAIR (APR 2005)

1252.219-71 SECTION 8(A) DIRECT AWARD (APR 2005)

1252.219-72 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS ALTERNATE III (APR 2005)

1252.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (OCT 1994)

1252.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DOT FACILITY (OCT 1994)

1252.223-70 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES - APPLICABLE LICENSES AND PERMITS (DEC 1997)

1252.223-71 ACCIDENT AND FIRE REPORTING (APR 2005)

1252.223-72 PROTECTION OF HUMAN SUBJECTS (APR 2005)

1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)

1252.228-70 LOSS OF OR DAMAGE TO LEASED AIRCRAFT (DEC 1997)

1252.228-71 FAIR MARKET VALUE OF AIRCRAFT (OCT 1994)

1252.228-72 RISK AND INDEMNITIES (DEC 1997)

1252.228-73 NOTIFICATION OF MILLER ACT PAYMENT BOND PROTECTION (APR 2005)

1252.231-70 DATE OF INCURRENCE OF COSTS (OCT 1994)

1252.235-70 RESEARCH MISCONDUCT (APR 2005)

1252.236-70 SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS (OCT 1994)

1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (APR 2005)

1252.237-71 CERTIFICATION OF DATA (APR 2005)

1252.237-72 PROHIBITION ON ADVERTISING (JAN 1996)

1252.237-73 KEY PERSONNEL (APR 2005)

1252.239-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APR 2005)

1252.239-71 INFORMATION TECHNOLOGY SECURITY PLAN AND ACCREDITATION (APR 2005)

1252.242-70 DISSEMINATION OF INFORMATION – EDUCATIONAL INSTITUTIONS (OCT 1994)

1252.242-71 CONTRACTOR TESTIMONY (OCT 1994)

1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

1252.242-73 CONTRACTING OFFICERS TECHNICAL REPRESENTATIVE (OCT 1994)

1252.245-70 GOVERNMENT PROPERTY REPORTS (OCT 1994)