



SCHEDULE B – U.S. GOVERNMENT TERMS AND CONDITIONS
PART III – FAR, DFARS, GSAR AND HSAR CLAUSES
(Applicable to all U.S. Government “Commercial Items” Subcontracts)

1. DEFINITIONS

In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Subcontract, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Buyer and Buyer's Purchasing Representative, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, to insure Seller's obligations to Buyer and to the United States Government, and to enable Buyer to meet its obligations under its Prime Contract or Subcontract.

The following definitions apply unless otherwise specifically stated:

"Buyer" - the legal entity issuing this Subcontract

"Commercial Item" – as defined by FAR 2.101

"DFARS" - the Defense Federal Acquisition Regulation Supplement

"FAR" - the Federal Acquisition Regulation

"GSAR" – the General Services Administration Supplement

"HSAR" – the Homeland Security Acquisition Regulation

"Prime Contract" - the Government contract under which this Subcontract is issued

"Purchasing Representative" - Buyer's authorized representative

"Seller" - the legal entity which contracts with the Buyer

"This Subcontract" - this contractual instrument, including changes

2. IDENTIFICATION OF CONTRACT NUMBERS

Government contract numbers shown on this Subcontract shall be included in subcontracts and purchase orders issued by Seller hereunder.

3. COMMERCIAL ITEMS

By FAR 2.101, "Commercial item" means—

- (1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and—
 - (i) Has been sold, leased, or licensed to the general public; or
 - (ii) Has been offered for sale, lease, or license to the general public;
- (2) Any item that evolved from an item described in paragraph (1) of this definition 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 a Government solicitation;
- (3) Any item that would satisfy a criterion expressed in paragraphs (1) or (2) of this definition, 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 Federal Government requirements. "Minor modifications" means modifications that do not significantly alter the nongovernmental 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 the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- (4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), or (5) of this definition that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if—
 - (i) Such services are procured for support of an item referred to in paragraph (1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
 - (ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed or specific outcomes to be achieved and under standard commercial terms and conditions. For purposes of these services—
 - (i) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and



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- (ii) “Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- (7) Any item, combination of items, or service referred to in paragraphs (1) through (6) of this definition, notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local governments.

4. DISPUTES

(a) Notwithstanding any provisions herein to the contrary:

- (1) If a decision relating to the Prime Contract is made by the Contracting Officer and such decision is also related to this Subcontract, said decision, if binding upon Buyer under the Prime Contract shall in turn be binding upon Buyer and Seller with respect to such matter; provided, however, that if Seller disagrees with any such decision made by the Contracting Officer and Buyer elects not to appeal such decision, Seller shall have the right reserved to Buyer under the Prime Contract with the Government to prosecute a timely appeal in the name of Buyer, as permitted by the contract or by law, Seller to bear its own legal and other costs. If Buyer elects not to appeal any such decision, Buyer agrees to notify Seller in a timely fashion after receipt of such decision and to assist Seller in its prosecution of any such appeal in every reasonable manner. If Buyer elects to appeal any such decision of the Contracting Officer, Buyer agrees to furnish Seller promptly with a copy of such appeal. Any decision upon appeal, if binding upon Buyer, shall in turn be binding upon Seller. Pending the making of any decision, either by the Contracting Officer or on appeal, Seller shall proceed diligently with performance of this Subcontract.
- (2) If, as a result of any decision or judgment which is binding upon Seller and Buyer, as provided above, Buyer is unable to obtain payment or reimbursement from the Government under the Prime Contract for, or is required to refund or credit to the Government, any amount with respect to any item or matter for which Buyer has reimbursed or paid Seller, Seller shall, on demand, promptly repay such amount to Buyer. Additionally, pending the final conclusion of any appeal hereunder, Seller shall, on demand, promptly repay any such amount to Buyer. Buyer's maximum liability for any matter connected with or related to this Order which was properly the subject of a claim against the Government under the Prime Contract shall not exceed the amount of Buyer's recovery from the Government.
- (3) If this Subcontract is issued by Buyer under a Government Subcontract rather than a Prime Contract, and if Buyer has the right under such Subcontract to appeal a decision made by the Contracting Officer under the Prime Contract in the name of the Prime Contractor (or if Buyer is subject to any arbitrator's decision under the terms of its subcontract), and said decision is also related to this Subcontract, this Disputes Clause shall also apply to Seller in a manner consistent with its intent and similar to its application had this Order been issued by Buyer under a Prime Contract with the Government.
- (4) Seller agrees to provide certification that data supporting any claim made by Seller hereunder is made in good faith and that the supporting data is accurate and complete to the best of Seller's knowledge or belief, all in accordance with the requirements of the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109) and implementing regulations. If any claim of Seller is determined to be based upon fraud or misrepresentation, Seller agrees to defend, indemnify and hold Buyer harmless for any and all liability, loss, cost or expense resulting therefrom.

(b) Any dispute not addressed in paragraph (a) above, will be subject to the disputes clause of Schedule A of this subcontract agreement.

5. OTHER GOVERNMENT PROCUREMENT

Nothing contained herein shall be construed as precluding the Seller from producing items for direct sale to the Government, utilizing therefore all hardware and/or software, including designs, drawings, engineering data or other technical or proprietary information furnished Seller by Buyer, provided the Government has the unrestricted right to permit the use thereof for such purpose.

6. TERMINATION FOR CONVENIENCE

The Buyer may terminate performance of work under this Subcontract in whole, or in part if the Purchasing Representative determines that a termination is in the Buyer's interest. The Buyer shall terminate by delivering to the Seller a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, the Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Subcontract, the Seller shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Seller can demonstrate to the satisfaction of the Buyer using its standard record keeping system, have resulted from the termination. The Seller shall not be required to



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comply with the cost accounting standards or cost principles for this purpose. The Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

7. ANTI-KICKBACK ACT OF 1986

By accepting this Subcontract, Seller certifies that it has not offered, provided, or solicited and will not offer, provide, or solicit any kickback in violation of the Anti-Kickback Act of 1986 (41 USC §§ 51-58). “Kickback” means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. Seller agrees to indemnify, defend, and hold Buyer harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney’s fees) arising out of or relating to Seller’s failure to comply with the provisions of the Anti-Kickback Act.

8. FAR, DFARS, GSAR, AND HSAR CLAUSES APPLICABLE TO THIS SUBCONTRACT

The FAR, DFARS, GSAR, and HSAR clauses referenced in subparagraphs (a) and (e) and those referenced and checked in subparagraphs (b), (c), (d), (f), (h), and (i) below, in effect on the date of this Subcontract, are incorporated herein and made a part of this Subcontract. To the extent that an earlier version of any such clause is included in the Prime Contract or Subcontract under which this Subcontract is issued, the date of the clause as it appears in such Prime Contract or Subcontract shall be controlling and said version shall be incorporated herein. The extent of the flow down shall be as required by the clause.

(a) The following clauses from 52.244-6 and 52.212-5 are applicable to this Subcontract at the indicated dollar values where indicated:

(a) <i>Definitions.</i> As used in this clause—	
	“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.
	“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.	
(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:	
FAR Ref.	Title of Clause
52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
52.219-8	Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
52.222-17	Nondisplacement of Qualified Workers (MAY 2014)(E.O. 13495), if flow down is required in accordance with paragraph (1) of FAR clause 52.222-17.
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (MAR 2007) (E.O. 11246)
52.222-35	Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212(a))
52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793)
52.222-37	Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212) (if Subcontract is \$100,000 or more)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
52.222-41	Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67)
52.222-50	Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627)
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014 (41 U.S.C. chapter 67)
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67)
52.222-54	Employment Eligibility Verification (AUG 2013) (if Subcontract exceeds \$3,000 and services performed in the United States)
52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658)
52.225-26	Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C.2302 Note).



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52.226-6	Promoting Excess Food Donation to Nonprofit Organizations <i>(if Subcontract exceeds \$25,000 and for the provision, service, or sale of food in the United States.)</i>
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.c. Appx 1241(b) and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(b) The Seller shall comply with the FAR clauses in this paragraph (b) that the Buyer has indicated as being incorporated into this Subcontract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

FAR Ref.	Title of Clause
<input checked="" type="checkbox"/> 52.203-6	Restrictions on Subcontractor Sales to the Government – Alternate I <i>(if Subcontract exceeds \$150,000)</i>
<input checked="" type="checkbox"/> 52.204-14	Service Contract Reporting Requirements <i>(section (f) if first-tier Subcontract exceeding thresholds at FAR 4.1703(a)(2))</i>
<input type="checkbox"/> 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts <i>(section (f) if first-tier Subcontract exceeding thresholds at FAR 4.1703(a)(2))</i>
<input checked="" type="checkbox"/> 52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment <i>(if Subcontract exceeds \$30,000 and not for commercially available off-the-shelf items)</i>
<input checked="" type="checkbox"/> 52.222-3	Convict Labor
<input checked="" type="checkbox"/> 52.222-19	Child Labor-Cooperation with Authorities and Remedies
<input type="checkbox"/> 52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment
<input type="checkbox"/> 52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment – Alternate I
<input type="checkbox"/> 52.223-14	Acquisition of EPEAT®-Registered Televisions
<input type="checkbox"/> 52.223-14	Acquisition of EPEAT®-Registered Televisions – Alternate I
<input checked="" type="checkbox"/> 52.223-15	Energy Efficiency in Energy-Consuming Products.
<input type="checkbox"/> 52.223-16	Acquisition of EPEAT-Registered Personal Computer Products
<input type="checkbox"/> 52.223-16	Acquisition of EPEAT-Registered Personal Computer Products – Alternate I
<input checked="" type="checkbox"/> 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
<input checked="" type="checkbox"/> 52.225-1	Buy American– Supplies
<input checked="" type="checkbox"/> 52.225-3	Buy American– Free Trade Agreements – Israeli Trade Act
<input type="checkbox"/> 52.225-3	Buy American– Free Trade Agreements – Israeli Trade Act – Alternate I
<input type="checkbox"/> 52.225-3	Buy American– Free Trade Agreements – Israeli Trade Act – Alternate II
<input type="checkbox"/> 52.225-3	Buy American– Free Trade Agreements – Israeli Trade Act – Alternate III
<input checked="" type="checkbox"/> 52.225-5	Trade Agreements
<input type="checkbox"/> 52.225-13	Restrictions on Certain Foreign Purchases
<input type="checkbox"/> 52.239-1	Privacy or Security Safeguards

(c) The Seller shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Buyer has indicated as being incorporated in this Subcontract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

FAR Ref.	Title of Clause
<input type="checkbox"/> 52.222-42	Statement of Equivalent Rates for Federal Hires
<input type="checkbox"/> 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards–Price Adjustment (Multiple Year and Option Contracts)
<input type="checkbox"/> 52.222-44	Fair Labor Standards Act and Service Contract Labor Standards–Price Adjustment
<input type="checkbox"/> 52.237-11	Accepting and Dispensing of \$1 Coin

(d) In addition to the clauses listed in paragraphs (a), (b) and (c) above, if this Subcontract will contain Government property, the below listed clauses as checked, are applicable:

FAR Ref.	Title of Clause



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<u>FAR Ref.</u>	<u>Title of Clause</u>
<input type="checkbox"/> 52.245-1	Government Property
<input type="checkbox"/> 52.245-2	Government Property Installation Operation Services
<input type="checkbox"/> 52.245-9	Use and Charges

(e) In addition to the clauses listed in paragraphs (a), (b), (c) and (d) above, if this Subcontract will be performed under any order issued by an agency of the Department of Defense, the below listed clauses are applicable:

<u>DFARS Ref.</u>	<u>Title of Clause</u>
252.203-7000	Requirements Relating to Compensation of Former DOD Officials
252.203-7003	Agency Office of the Inspector General
252.204-7003	Control of Government Personnel Work Product
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	Disclosure of Information to Litigation Support Contractors
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (<i>if Subcontract exceeds \$150,000</i>)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)

(f) In addition to the clauses listed in paragraphs (a), (b), (c), (d), and (e) above, if this Subcontract will be performed under any order issued by an agency of the Department of Defense, the following clauses are applicable to this Subcontract if checked:

<u>DFARS Ref.</u>	<u>Title of Clause</u>
<input type="checkbox"/> 252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
<input type="checkbox"/> 252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
<input type="checkbox"/> 252.211-7003	Item Unique Identification and Valuation
<input type="checkbox"/> 252.211-7006	Passive Radio Frequency Identification
<input type="checkbox"/> 252.211-7007	Reporting of Government-Furnished Property
<input type="checkbox"/> 252.223-7008	Prohibition of Hexavalent Chromium
<input type="checkbox"/> 252.225-7001	Buy American and Balance of Payments Program
<input type="checkbox"/> 252.225-7001	Buy American and Balance of Payments Program – Alternate I
<input type="checkbox"/> 252.225-7008	Restriction on Acquisition of Specialty Metals
<input type="checkbox"/> 252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (<i>excluding paragraphs (d) and (e)(1)</i>)
<input type="checkbox"/> 252.225-7010	Commercial Derivative Military Article—Specialty Metal Compliance Certificate
<input type="checkbox"/> 252.225-7012	Preference for Certain Domestic Commodities
<input type="checkbox"/> 252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
<input type="checkbox"/> 252.225-7017	Photovoltaic Devices.
<input type="checkbox"/> 252.225-7021	Trade Agreements
<input type="checkbox"/> 252.225-7021	Trade Agreements – Alternate II
<input type="checkbox"/> 252.225-7024	Requirements for Products or Services from Afghanistan
<input type="checkbox"/> 252.225-7026	Acquisition Restricted to Products or Services From Afghanistan
<input type="checkbox"/> 252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (<i>only for Foreign Military Sales</i>)
<input type="checkbox"/> 252.225-7028	Exclusionary Policies and Practices of Foreign Governments (<i>only for Foreign Military Sales</i>)
<input type="checkbox"/> 252.225-7031	Secondary Arab Boycott of Israel
<input type="checkbox"/> 252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program
<input type="checkbox"/> 252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program – Alternate I
<input type="checkbox"/> 252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program – Alternate II
<input type="checkbox"/> 252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program – Alternate III
<input type="checkbox"/> 252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program – Alternate IV
<input type="checkbox"/> 252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program – Alternate V
<input type="checkbox"/> 252.225-7038	Restriction on Acquisition of Air Circuit Breakers
<input type="checkbox"/> 252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
<input type="checkbox"/> 252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States



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<u>DFARS Ref.</u>	<u>Title of Clause</u>
<input type="checkbox"/> 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (<i>if Subcontract exceeds \$500,000</i>)
<input type="checkbox"/> 252.227-7013	Rights in Technical Data–Noncommercial Items
<input type="checkbox"/> 252.227-7013	Rights in Technical Data–Noncommercial Items – Alternate I
<input type="checkbox"/> 252.227-7015	Technical Data – Commercial Items
<input type="checkbox"/> 252.227-7015	Technical Data – Commercial Items – Alternate I
<input type="checkbox"/> 252.227-7037	Validation of Restrictive Markings on Technical Data
<input type="checkbox"/> 252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
<input type="checkbox"/> 252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel
<input type="checkbox"/> 252.237-7019	Training for Contractor Personnel Interacting with Detainees
<input type="checkbox"/> 252.239-7010	Cloud Computing Services
<input type="checkbox"/> 252.239-7018	Supply Chain Risk
<input type="checkbox"/> 252.246-7003	Notification of Potential Safety Issues
<input type="checkbox"/> 252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military
<input type="checkbox"/> 252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
<input type="checkbox"/> 252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
<input type="checkbox"/> 252.247-7023	Transportation of Supplies by Sea - Basic
<input type="checkbox"/> 252.247-7023	Transportation of Supplies by Sea – Alternate I
<input type="checkbox"/> 252.247-7023	Transportation of Supplies by Sea – Alternate II
<input type="checkbox"/> 252.247-7024	Notification of Transportation of Supplies by Sea
<input type="checkbox"/> 252.247-7027	Riding Gang Member Requirements

(g) The Seller shall comply with the clauses in this paragraph (g) that the Buyer has indicated as being incorporated into this Subcontract in full text:

CONTRACTOR MANPOWER REPORTING

Seller shall report ALL subcontractor labor hours required for performance of services provided under this subcontract via the Government’s secure data collection site. Seller is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>. Reporting inputs will be for the subcontract labor executed during the period of performance of this subcontract, during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Subcontractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil/>.

(h) In addition to the clauses listed in paragraphs (a), (b), and (c) above, if this Subcontract will be performed under any order issued by the General Services Administration, the following General Services Administration Supplement (GSAR) clauses are applicable to this Subcontract if checked:

<u>GSAR Ref.</u>	<u>Title of Clause</u>
<input type="checkbox"/> 552.203-71	Restriction on Advertising
<input type="checkbox"/> 552.211-73	Marking
<input type="checkbox"/> 552.215-70	Examination of Records by GSA
<input type="checkbox"/> 552.223-70	Hazardous Substances
<input type="checkbox"/> 552.223-71	Nonconforming Hazardous Substances
<input type="checkbox"/> 552.237-71	Qualifications of Employees

(i) In addition to the clauses listed in paragraphs (a), (b), and (c) above, if this Subcontract will be performed under any order issued by the U.S. Department of Homeland Security, the following Homeland Security Acquisition Regulation (HSAR) clauses are applicable to this Subcontract if checked:

<u>HSAR Ref.</u>	<u>Title of Clause</u>
<input type="checkbox"/> 3052.203-70	Instructions for Contractor Disclosure of Violations (<i>if Subcontract exceeds \$5,000,000 and performance period exceeds 120 days</i>)
<input type="checkbox"/> 3052.204-71	Contractor Employee Access
<input type="checkbox"/> 3052.204-71	Contractor Employee Access – Alternate I
<input type="checkbox"/> 3052.205-70	Advertisements, Publicizing Awards, and Releases



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<input type="checkbox"/>	3052.209-72	Organizational Conflicts of Interest <i>(if Subcontract exceeds \$100,000)</i>
<input type="checkbox"/>	3052.217-92	Inspection and Manner of Doing Work
<input type="checkbox"/>	3052.217-93	Subcontracts
<input type="checkbox"/>	3052.217-94	Lay Days
<input type="checkbox"/>	3052.217-95	Liability and Insurance
<input type="checkbox"/>	3052.217-96	Title
<input type="checkbox"/>	3052.217-98	Delays
<input type="checkbox"/>	3052.217-99	Department of Labor Safety and Health Regulations for Ship Repair
<input type="checkbox"/>	3052.217-100	Guarantee
<input type="checkbox"/>	3052.228-70	Insurance
<input type="checkbox"/>	3052.228-90	Notification Of Miller Act Payment Bond Protection
<input type="checkbox"/>	3052.236-70	Special Precautions for Work at Operating Airports