



**SUBCONTRACT AGREEMENT  
(Services)**

<b>JOB NO: «Project»</b>	<b>SUBCONTRACT NO. «SL»</b>
Contractor: «OurCompany» Business Address: 185 Devlin Road Napa, CA 94558 Contact Person: «ResponsibleFirstName» «ResponsibleLastName» «ResponsibleTitle» Telephone Number: «ResponsiblePhone» Fax Number: «ResponsibleFax» E-Mail «ResponsibleEMail»	Subcontractor: «FirmName» Business Address: «OvrdMailAddress» «OvrdMailAddress2» «OvrdMailCity», «OvrdMailState» «OvrdMailZip» Contact Person: «ContactFName» «ContactLName» Telephone Number: «FirmPhone» Fax Number: «Fax» E-Mail «EMail»

**EXHIBIT SB TO THIS SUBCONTRACT AGREEMENT IS A CERTIFICATION OF THE SUBCONTRACTOR'S SIZE AND STATUS IN ACCORDANCE WITH THE SMALL BUSINESS ACT AND 13 C.F.R. PARTS 121-127. THIS CERTIFICATION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SUBCONTRACTOR AND RETURNED TO THE CONTRACTOR. FAILURE TO COMPLETE, SIGN, AND RETURN THIS DOCUMENT WILL PRECLUDE PROCESSING SUBCONTRACTOR'S REQUEST FOR PAYMENTS.**

**EXHIBIT SC TO THIS SUBCONTRACT AGREEMENT INCLUDES FEDERAL ACQUISITION REGULATIONS (FAR) RELATING TO IMMIGRATION, E-VERIFY REQUIREMENTS, BUSINESS ETHICS & COMPLIANCE, CERTIFICATIONS AND CLAIMS OR PROPOSALS, PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, AND CLEAN AIR AND WATER. SUBCONTRACTOR, BY SIGNING THIS AGREEMENT, HEREBY CERTIFIES PER THE INCLUDED PROVISIONS.**

**EXHIBIT SI TO THIS SUBCONTRACT AGREEMENT INCLUDES SUBCONTRACTOR INSURANCE REQUIREMENTS. BEFORE COMMENCING THE SUBCONTRACT WORK, AND AS A CONDITION OF PAYMENT, SUBCONTRACTOR SHALL PURCHASE AND MAINTAIN INSURANCE AS LISTED IN EXHIBIT SI.**

**EXHIBIT FED TO THIS SUBCONTRACT AGREEMENT INCLUDES THE PROVISIONS OF THE FEDERAL ACQUISITION REGULATIONS (FAR) OR CODE OF FEDERAL REGULATIONS (CFR) WHICH ARE APPLICABLE TO THIS SUBCONTRACT IN ACCORDANCE WITH THE CONTRACT. THE SUBCONTRACTOR SHALL INCLUDE THESE CLAUSES IN ALL COVERED LOWER TIER SUBCONTRACTS AND PURCHASE ORDERS.**

**SECTION 1. ENTIRE CONTRACT**

THIS AGREEMENT ("Subcontract" or "Agreement") is made January 18, 2022

«OurCompany» ("Contractor") entered into Contract No. «udProjectNo» «udProjectTitle», «udProjectLocation» ("Contract" or "Prime Contract") with «udAgency», ("Owner" or "Government"). That Contract and all plans, specifications, amendments, general, special and supplemental conditions, addenda and change orders thereto are incorporated by reference in this Subcontract. That Contract, including all amendments and subsequent Contract modifications can be accessed at [«udContractDocs»](#). Specifications which are incorporated by reference into the Contract are so incorporated by reference into this Subcontract.

«FirmName» ("Subcontractor") desires to perform a part of the work specified in the Contract, and Contractor is willing to sublet that work to Subcontractor for the consideration and upon the terms and conditions set forth herein.

Subcontractor certifies that it is fully familiar with the terms and conditions of the Contract, the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Subcontract based upon its investigation of all such matters and is not relying on any opinions or representations of Contractor.

Subcontractor is bound to the Contractor to the same extent that Contractor is bound to Owner under the Contract. Where, in the Contract, reference is made to Contractor and the work or specifications therein pertain to Subcontractor's trade, craft, or type of work, such work or specifications shall be interpreted to apply to Subcontractor instead of Contractor.

Contractor and Subcontractor therefore agree as follows:

## **SECTION 2    SUBCONTRACT SCOPE**

The Subcontractor shall perform the following work ("Work") and shall furnish all supervision, labor, materials, equipment, and all other things necessary (as defined herein) required for the performance of the Work and work incidental thereto in strict accordance and full compliance with the Contract as follows:

### **2.1    Scope.**

2.1.1    The Subcontractor shall provide «udscope», including:

- (a)
- (b)

2.1.2    Exclusions

- (a)
- (b)

**2.2    Submittals:** The Subcontractor shall prepare and submit to Contractor in form and content acceptable to Contractor and Owner all shop drawings, product samples, test data, manufacturers' literature, operating and maintenance instructions manuals, as-builts, and similar submittals as described in the Contract that are directly and indirectly applicable to the Subcontractor's Work. The Subcontractor is responsible for ensuring that all necessary submittals required by the Contract are identified and will be provided

(a) Subcontractor shall prepare and deliver its submittals to Contractor in a manner consistent with the Schedule and in such time and sequence so as not to delay Contractor or Owner in the performance of the Contract.

(b) In addition to the number of submittals identified in the Contract, provide an additional copy and one (1) electronic of all submittals.

(c) Contractor/Owner shall have forty-five (45) calendar days for review and approval of the submittals.

(d) The approval of any Subcontractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of this Subcontract unless express written approval is obtained from Contractor/Owner authorizing such deviation, substitution or change.

(e) Subcontractor shall not manufacture, release, ship, or start work until Contractor provides release.

(f) The Subcontractor shall include a Certificate of Conformance with the submittal data.

(g) Approved submittals from Subcontractor is an express condition precedent to Contractor's obligation to pay Subcontractor.

2.2.1    Additional Submittal Requirements:

- (a) «SLDescription»

**SECTION 3    SUBCONTRACT PRICE**

**3.1    Price Schedule**

Contractor agrees to pay the Subcontractor the sum of «totalsubcontract», («TotalSubcontract»), subject to the provisions hereof and to make payments in accordance with this Subcontract. Unless stated otherwise, the prices in this Subcontract are in United States dollars.

<b>Item</b>	<b>Cost Code</b>	<b>Description</b>	<b>Quantity</b>	<b>UM</b>	<b>NTE</b>	<b>Unit Price</b>	<b>Extended Price</b>
«Item »	«Phase»	«Description»	«Quantity	«UM	«udN	«UnitPrice»	«ExtendedPrice»
			»	»	TESL		
		«ItemNote»			»		
							<b>«TotalSubcontract»</b>

**NOTES:**

- (1) If this Subcontract includes Not-to-Exceed (NTE) amount(s), Subcontractor shall perform Work on a reimbursable basis within the NTE the price identified. Subcontractor shall notify the Contractor when 75% of the NTE amount has been expended or is expected to be expended. Subcontractor shall not exceed the NTE amount without approval by the Contractor and issuance of a revised Subcontract.
- (2) If this Subcontract includes unit price(s), Subcontractor acknowledges that the unit price(s) stated shall represent full payment for all such Work, including direct and indirect costs and profit.

**SECTION 4    PAYMENT**

**4.1    Invoices.**

- (1) A Pay Application, detailing the breakdown of the Price Schedule for invoicing and payment purposes will be issued with the executed Subcontract. A revised Pay Application will be issued with each change order.
- (2) The Subcontractor’s invoices shall be submitted on the Pay Application form provided by the Contactor.
- (3) Prior to submission of an invoice, the Subcontractor will provide a draft Pay Application identifying the proposed invoice amounts and meet with the Contractor to agree to the work completed (including percentage of work for progress payment) that will be approved for payment. The Contractor will approve/sign the Pay Application prior to invoice submission. Subcontractor cannot bill for costs associated with required submittals until submittals have been approved by the Government.
- (4) The Subcontractor shall submit monthly invoices no later than the 25<sup>th</sup> calendar day of the month for Work performed up to and including the last day of the month
- (5) Subcontractor’s invoices will be the basis for determining amounts earned by the Subcontractor.
- (6) A complete and approved Pay Application, a current certificate of insurance and current Davis Bacon Act Payrolls (up to the week ending before date of invoice), including all lower tier subcontractors is an express condition precedent to the Contractor’s obligation to pay Subcontractor.
- (7) Contractor reserves the right to return to the Subcontractor for correction any and all invoices containing error and/or not in agreement with this Subcontract.

**4.2    Payment Schedule.**

Notwithstanding anything to the contrary in Section 3 Contract Price, the amount(s) specified above shall be paid by Contractor as follows:

- (1) Payments will be made to Subcontractor each month in an amount equal to the value of the Work completed payable within thirty (30) calendar days after Contractor receives a proper invoice. Subcontractor cannot bill for costs associated with required submittals until submittals have been approved by the Government.
- (2) If payment is not made in accordance with the above, Contractor shall pay Subcontractor interest for the period beginning on the day after the required payment date and ending on the date on which payment is made, computed at the rate of interest established by the Secretary of the Treasury and published in the Federal Register

for interest payments under Section 12 of the Contract Disputes Act of 1978 at the time Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor agrees to provide Contractor with a list of its suppliers with aggregate purchase orders or other contracts of \$5,000 or more; said list to include the name of the supplier, the address and telephone number of the supplier, and the nature of that purchased. Providing said list to Contractor is an express condition precedent to Contractor's obligation to pay Subcontractor.

(4) Contractor has the right to set-off amounts due from Subcontractor pursuant to this Subcontract or any other transaction against amounts payable to Subcontractor under this Subcontract. Contractor, at its option, shall have the right to make payment to Subcontractor and any actual or potential mechanic's lien, stop notice or bond right claimant by joint check. If any such claimant records a mechanic's lien, files a stop notice or commences an action on Contractor's bond, Contractor shall have the right to retain from payment due or to become due to Subcontractor an amount sufficient to indemnify (hereinafter defined) Contractor in connection therewith. All payments received by Subcontractor from Contractor shall be held in trust by Subcontractor and shall be applied to Subcontractor's obligations under this Subcontract until Subcontractor has been paid in full. Subcontractor shall furnish proof of the foregoing to Contractor on demand.

**4.3 Overpayments.** If the Subcontractor becomes aware of a duplicate Subcontract payment or that the Contractor has otherwise overpaid on a Subcontract payment, the Subcontractor shall immediately notify the Contractor and request instructions for disposition of the overpayment.

## **SECTION 5 CHANGES IN THE WORK**

Contractor shall have the right to change the scope of the Work in any respect by written order to Subcontractor. The order may direct Subcontractor

- (1) to submit to Contractor a substantiated written proposal for an adjustment of the Subcontract price and/or time for performance before commencing the changed Work or
- (2) to commence with the changed Work and then submit such a proposal to Contractor.

Subcontractor shall comply with the order and submit the proposal to Contractor within ten (10) business days after receipt of the order. Promptly after the submission of the proposal, the parties shall agree in writing upon such an adjustment. If the parties do not so agree, the adjustment, if any, shall be made in accordance with the changes clause in the Contract.

## **SECTION 6 SCHEDULE OF WORK**

Contractor shall have complete control of the job site and shall have the right to determine the time when, and the sequence in which, the work of Contractor, of Subcontractor and of other Subcontractors will be performed. Subcontractor shall comply with Contractor's progress schedule, as Contractor may modify it from time to time. Subcontractor shall prosecute the Work in a prompt and diligent manner so as to promote the general progress of the entire construction and shall not interfere with the Work of Contractor, or any other subcontractor, or any other contractor on the job.

If requested by Contractor, Subcontractor shall submit to Contractor a progress schedule for the Work, or at Contractor's election, cooperate with Contractor in the preparation of a progress schedule.

Subcontractor acknowledges both four (4) ten (10)-hour day work weeks and five (5) eight (8)-hour day work weeks may be used throughout the course of this project. Contractor shall notify Subcontractor of work schedule prior to beginning of on-site contract work.

## **SECTION 7 SUBCONTRACTOR OBLIGATIONS**

Subcontractor agrees:

### **7.1 Responsibilities**

To furnish all supervision, administration, labor, material, tools, equipment, supplies, power, shop drawings, fuel, light, water, telephone service, as-built drawings, operator training, operations manuals, testing, and all other things necessary to perform and incidental to the performance of the Work.

## **7.2 Obligations under the Prime Contract**

To assume and perform all obligations of Contractor under the Contract that are applicable to the Work, and all rights and remedies of Owner under the Contract that are applicable to the Work may be enforced by Contractor against Subcontractor.

## **7.3 Indemnification**

All work covered by this Subcontract will be done at the risk of Subcontractor. To the fullest extent permitted by law Subcontractor will indemnify and hold Contractor harmless from all claims, liens for labor performed or materials used or furnished to be used on the job, liability, loss, damage, cost, expenses, including attorney's fees, awards, fines, judgments arising as a result, directly or indirectly, of Subcontractor's actions.

## **7.4 Controlled Substance Screening**

To the extent not in conflict with any collective bargaining agreement to which Subcontractor is a party, all of Subcontractor's employees on the site of the above-referenced project shall be subject to drug testing as follows: prior to initial entry on site; post-accident/incident defined when based upon suspected impairment; reasonable suspicion when based upon suspected impairment; and no more than monthly random sampling.

Subcontractor agrees that all of Subcontractor's employees who test positive for those substances established by the National Institute on Drug Abuse (NIDA) and the Department of Health and Human Services (DHHS) at those levels adopted by NIDA and DHHS shall be immediately removed from the site by Subcontractor. Said employees shall not be returned to the site of the above-referenced project for a minimum period of thirty (30) calendar days and not until said employees have screened negatively for drugs.

Should Contractor determine that Subcontractor does not have a comparable drug screening protocol to that of Contractor, Subcontractor agrees that Contractor shall perform on site drug screening and analysis on behalf of Subcontractor, at Contractor's expense. This on-site drug screening shall be the same as Contractor performs on its own employees; provided, however, that if Contractor dispatches its employees to a lab or clinic for offsite initial screening, any and all costs and expenses associated with the dispatch of Subcontractor employees to said lab or clinic shall be borne exclusively by Subcontractor. Should Subcontractor perform and/or have performed its collection of specimens and analysis, said collection and analysis shall be performed under the specifications hereof, and Subcontractor shall not be entitled to any credit therefor.

Subcontractor agrees that the random selection of Subcontractor's employees for drug screening shall be made by Contractor. Subcontractor agrees to indemnify and hold Contractor harmless for any and all liability, loss, damage, penalties, expenses and attorneys' fees in connection with any claim, demand or cause of action asserted against Contractor or its employees or agents based upon the above-referenced drug screening. Subcontractor further agrees that it shall not be entitled to additional time or compensation from Contractor as a result of any drug screening provided herein.

**7.5 Release of Information.** Subcontractor shall not publicly release information, photographs, or other documents concerning any aspect of the materials or services relating to this contract without the prior written approval of the Contractor.

**7.6 Time.** Time is of the essence for this Subcontract. Required Services, including delivery of all required reports shall be completed as otherwise required by the current Project schedule in use at the time. Subcontractor shall provide written notice to Contractor within forty-eight (48) hours of any event giving rise to a delay.

## **7.7 Permits and Licenses**

To obtain and pay for all permits, licenses and inspections required in connection with the Work.

## **SECTION 8 SAFETY**

Subcontractor at its expense will fully conform to Contractor's Accident Prevention Plan, any basic safety policy of Owner, and all specific safety requirements of any and all applicable governmental authorities.

Subcontractor acknowledges that the work will be performed on a Government installation and in accordance with FAR 52.236-13 Accident Prevention, the Government reserves the right to identify unsafe conditions by the Subcontractor which poses a serious or imminent danger to the health or safety of the public or Government personnel, require immediate corrective action, and may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Subcontractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

## **SECTION 9 INDEPENDENT CONTRACTOR**

Subcontractor is an independent contractor and will, at its sole cost and expense, and without increase in this Subcontract Price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the work; obtain all necessary permits and licenses; pay all taxes, insurance and contributions for Social Security and Unemployment which are measured by wages, salaries, etc., paid to Subcontractor's employees. Upon request, Subcontractor will furnish Contractor with evidence satisfactory to Contractor that all obligations have been fulfilled.

Subcontract possesses the skill and expertise to perform the Services. Subcontractor nor any of its agents or employees shall act on behalf of or in the name of Contractor unless authorized in writing by Contractor. The Subcontractor will not subcontract any of the services without written agreement by the Contractor.

## **SECTION 10 DISPUTE RESOLUTION**

If any dispute shall arise between Contractor and Subcontractor pertaining in any manner to the interpretation of this Subcontract, or to the breach hereof, which the parties are unable to settle by mutual agreement, Contractor shall have the exclusive option either to have the dispute determined by court or by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Contractor shall exercise said option by commencing a court action or by commencing an arbitration proceeding. If Subcontractor first commences a court action with respect to a dispute which Contractor desires to have determined by arbitration or an arbitration proceeding which Contractor desires to have determined by a court action, Contractor shall have the right to have said court action or arbitration proceeding stayed if Contractor promptly shall commence the arbitration proceeding or court action desired by Contractor.

## **SECTION 11 SMALL BUSINESS PARTICIPATION**

### **11.1 North American Industry Classification System (NAICS)**

The NAICS for the Work under this subcontract is:

NAICS Number: 423830	Size Standard: 500 Employees
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### **11.2 Size Standards**

Small Business Size Standards matched to North American Industry Classification System (NAICS) are found at [www.naics.org](http://www.naics.org) or [www.census.gov](http://www.census.gov). Sector 23 is construction; subsector 235 construction of buildings, subsector 237 heavy and civil engineering construction, and subsector 234 specialty trade contractors. Upon request, Contractor will provide Subcontractor with a copy of the Small Business Size Standards matched to NAICS.

**SECTION 12 ATTORNEYS' FEES.** This Subcontract is made in and subject to the laws of the State of California. If either party hereto sues the other, the prevailing party will be entitled to reasonable attorneys' fees.

IN WITNESS WHEREOF: The parties have executed this Subcontract for themselves, their heirs, executors, successors, administrators, and assigns on the day and year below written.

**CONTRACTOR: Nova Group, Inc.**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
«ResponsibleFirstName» «ResponsibleLastName»  
Project Manager

**SUBCONTRACTOR: «FirmName»**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
(Signature)

Print Name/Title: \_\_\_\_\_

State License No.		State:	
Organization:	<input type="checkbox"/> Corporation	State of Incorporation:	
	<input type="checkbox"/> Partnership		
	<input type="checkbox"/> Sole Proprietorship		
Federal Tax ID No			

## EXHIBIT SB BUSINESS STATUS CERTIFICATION

**Subcontractor/Vendor, by signing this Subcontract/Order/Agreement, certifies to the following (complete shaded blocks):**

### 1 DUNS, CAGE CODE, AND NAICS CODE

Subcontractor/Vendor hereby certifies himself/herself/itself:

DUNS (if applicable):			
SAM Entity ID (if applicable)			
CAGE Code (if applicable):			
NAICS:	«udNAICSNo»	Size Standard:	«udNAICSSizeStandard»

### 2 CERTIFICATION

Subcontractor/Vendor hereby certifies himself/herself/itself:

<input type="checkbox"/> Government, state, local, municipal or “Not for Profit” organization	
<input type="checkbox"/> Large Business Concern	
<input type="checkbox"/> Small Business Concern <i>(check all other boxes that apply)</i>	<input type="checkbox"/> Small Disadvantaged Business Concern <input type="checkbox"/> HUBZone Small Business Concern <input type="checkbox"/> Woman-Owned Small Business Concern <input type="checkbox"/> Veteran Owned Small Business Concern <input type="checkbox"/> Service-Disabled Veteran Owned Small Business Concern

*For internal company reporting, please complete the following:*

Large and Small Business Concerns <i>(check all boxes that apply)</i>	<input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> LGBTQ-Owned Business Enterprise (LGBTQBE) <input type="checkbox"/> Disability-Owned Business Enterprise (DOBE)
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The offeror represents and certifies that the above information is true and understands that whoever for the purpose of securing a contract or subcontract under subsection (a) of Section 1207 of Public Law 99-661 misrepresents the status of any concern or person as a Small Business (SB) concern, Small Disadvantaged Business (SDB), Historically Underutilized Business Zone (HUBZone), Woman Owned Small Business (WOSB), Veteran Owned Small Business (VOSB), or Service-Disabled Veteran Owned Business (SDVOSB) (as described below) shall be

- (i) punished by imposition of a fine, imprisonment, or both;
- (ii) be subject to administrative remedies including suspension and disbarment; and,
- (iii) be ineligible for participation in programs conducted under the authority of the Small Business Act.

See also FAR 52.219(e)(4). The offeror represents and certifies that by submission of its offer and execution of this Subcontract/Order/Agreement the certifications in System for Awards Management, [www.sam.gov](http://www.sam.gov) (if registered), are correct and complete as of the date of the offer for this subcontract.

### 3 BUSINESS TYPE DEFINITIONS

**Small Business Concern:** *A concern including affiliates, that is independently owned and operated, not dominant in its field of operations in which it is bidding on Government Contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.*

**Woman-Owned Small Business Concern:** *A small business concern that is at least 51% owned by a woman or women who are U.S. citizens and who also control and operate the business and has provided all the required*



documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that effects its eligibility.

**City-State/Government/Non-Profit Organization:** Offering goods or services at no profit.

**Small Disadvantaged Business (SDB) Concern:** A small business concern that is at least 51% unconditionally and directly owned (13 CFR 124.105) by one or more socially disadvantaged (13 CFR 124.103) and economically disadvantaged (13 CFR 124.104) individuals who are citizens of the United States and each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.1002..

**HUBZone Small Business Concern:** A small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126. **NOTE:** HUBZone small businesses must be certified by SBA.

**Veteran Owned Small Business Concern:** A small business concern that is at least 51% owned by one or more veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans and that management and daily business operations of which are controlled by one or more veterans.

**Service-Disabled Veteran Owned Small Business Concern:** A small business concern that is at least 51% owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans and that management and daily business operations of which are controlled by one or more service-disabled veteran. A service-connected disability is defined in 38 U.S.C. 101 (2) and 38 U.S.C. 101(16).

For internal company reporting, the following definitions are provided:

**Women Business Entity.** A business enterprise that is at least 51% owned, operated, and controlled on a daily basis by one or more female American citizens. WBEs may be large or small business concerns. Subcontractor/Vendor may be required to provide proof of classification.

**Minority Business Entity.** Minority group members are United States citizens who are: Asian-Indian, Asian-Pacific, Black, Hispanic, and Native American. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals (i.e., the management and daily operations are controlled by those minority group members.). MBEs may be large or small business concerns. Subcontractor/Vendor may be required to provide proof of classification.

**LGBTQ-Owned Business Enterprise.** A business enterprise that is at least 51% owned, operated, and controlled by a LGBTQ individual(s). LGBTQEs may be large or small business concerns. Subcontractor/Vendor may be required to provide proof of classification.

**Disability-Owned Business Enterprise.** A for-profit business enterprise that is at least 51% owned, managed and controlled by a person with a disability regardless of whether or not that business owner employs person(s) with a disability. DOBEs may be large or small business concerns. Subcontractor/Vendor may be required to provide proof of classification.

**SUBCONTRACTOR: «FirmName»**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

**EXHIBIT SC  
SUBCONTRACTOR CERTIFICATION**

**1. IMMIGRATION**

Subcontractor by signing this Subcontract represents and warrants that it is, and will remain, in compliance with any and all provisions of the Immigration Reform and Control Act of 1986 (IRCA), as amended, the Immigration and Nationality Act, as amended, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and all other applicable immigration laws, rules, and regulations (Immigration Laws) including all form I-9 verification, E-Verify, and record keeping requirements.

Subcontractor shall Indemnify and hold Contractor and its Surety harmless from any claims, liabilities including any damages resulting from work stoppages or delays occasioned by or arising from any subcontractor noncompliance with IRCA or any such immigration laws, ordinances, rules, regulations, orders or decisions, as relates to the work of this Subcontract. The Subcontractor agrees to submit a certification, acceptable to contractor that its employees have presented the correct documents to legally work in the United States. Subcontractor also agrees to insert the substance of this clause, including this paragraph, in all Subcontracts or Purchase Orders hereunder.

**1.1 E-VERIFY REQUIREMENT**

Subcontractor by signing this Subcontract, Subcontractor hereby certifies that it has previously enrolled in the U.S. Citizenship and Immigration Services E-Verify program or shall enroll in that program within 30 calendar days of the award of this Subcontract. Subcontractor hereby agrees that

- (1) it shall use the E-Verify program to verify the employment eligibility of all new hires thereafter;
- (2) it shall use the E-Verify program to verify the employment eligibility of all employees assigned to perform work or services related to this subcontract/purchase order; and
- (3) shall include this clause in all covered subcontracts and purchase orders.

Upon request, Subcontractor shall furnish evidence of its enrollment in the E-Verify program. If the Subcontract is \$3,000.00 or less or is for commercial off-the-shelf items ("COTS items") or COTS items except for minor modifications as defined in FAR § 2.101(3)(ii), this clause shall not be applicable.

**2. BUSINESS ETHICS & COMPLIANCE.**

**2.1 Contractor Code of Business Ethics and Conduct.**

The Subcontractor, by signing this Agreement, hereby certifies that it has reviewed the requirements of FAR §§ 52.203-13 and 52.203-14, that it has or will adopt a written code of business ethics and conduct within 30 days of the award of this subcontract, and will otherwise comply with the applicable requirements of the above referenced FAR provisions, and will include the substance of those FAR provisions in subcontracts or purchase orders in excess of \$5,000,000 and a performance period in excess of 120 days unless said lower tier subcontract (purchase order) is for the acquisition of a commercial product or shall be performed entirely outside of the United States. Upon Contractor's request, the Subcontractor shall furnish a copy of its written code business ethics and conduct. This clause is not applicable if the subcontract or purchase order is less than \$5,000,000.

**2.2 Debarment**

The Subcontractor, by signing this Agreement, certifies to the best of its knowledge and belief, that

- (a) Subcontractor and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for contracts by any federal agency;
- (b) Subcontractor and/or any of its principals have not within a three-year period preceding this date 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 recording, making false statement, or receiving stolen property;

(c) Subcontractor and/or any of its principals are not presently indicted of, or otherwise criminally or civilly charged by a governmental entity with the commission of any of the offenses enumerated in (b) above;

(d) Subcontractor has not, within a three (3)-year period preceding this offer, had one or more contracts terminated for default by any federal agency; and

(e) Subcontractor shall provide immediate written notice to Contractor if, at any time hereafter during the term of this subcontract and until Contractor has been fully released by the federal governments under its prime contract, if Subcontractor learns that these certifications were erroneous at the execution hereof or have become erroneous by reason or changed circumstances.

### **2.3 Reporting Executive Compensation**

By executing this Subcontract, Subcontractor acknowledges and understands that:

(1) FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) is incorporated into the Prime Contract and, to the extent applicable, is incorporated into this Subcontract;

(2) by the end of the month following the month of award of this subcontract, if it has value of \$30,000 or more, Contractor shall report electronically information concerning the awarded subcontract and the subcontractor as prescribed by FAR 52.204-10 d(2); and

(3) that this information, with the exception of information concerning Subcontractor executive compensation, is publicly assessable.

By executing this Subcontract, Vendor agrees to furnish Contractor within fifteen (15) days of award of a this Subcontract, if the Subcontract price \$30,000 or more, and annually thereafter, the names and total compensation of each of the five most highly compensated executives for the Subcontractor's preceding completed fiscal year, if the Subcontractor's received:

a. 80% of more in annual gross revenues from federal contacts (and subcontracts), loan, grants (and subgrants), cooperative agreements, and other forms of federal financial assistance, and

c. \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance.

## **3. CERTIFICATIONS AND CLAIMS OR PROPOSALS.**

### **3.1 CONTRACT DISPUTES ACT CERTIFICATIONS**

With respect to any Subcontractor claims submitted by Contractor to Owner, Subcontractor agrees to provide at the time of the submission of the claim to Contractor a certification signed by a senior company official in charge of the work involved, that the claim is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the contract adjustment for which Subcontractor believes the Owner is liable. Subcontractor agrees Contractor may rely exclusively on this certification in providing any certification Contractor may be required to submit to the Owner insofar as the claim includes a claim for or on behalf of Subcontractor. Subcontractor further agrees to recertify its claim in the above form at any time requested by Contractor.

### **3.2 PROPOSALS AND REPRESENTATIONS**

If the Owner-Contractor Agreement is subject to the Contract Disputes Act of 1978, the False Claims Act (Title 31 of the United States Code, Section 231, *et seq.*), the Forfeiture Statute (Title 28 of the United States Code, Section (2514), Title 18 of the United States Code, Section 287, Title 18 of the United States Code, Section 1001, Title 10 of the United States code, Section 2306(1), and Title 41 of the United States Code Section 254, or any other federal laws or any state law which impose requirements of good faith, accuracy, completeness and fair dealing in connection with the presentation of cost proposals or claims against, or the provisions of statements to, any party. Subcontractor and its surety hereby undertake to defend at its own cost with its own legal counsel, indemnify and hold harmless Contractor and their respective officers, directors, employees, sureties and agents, from any and all loss, cost, penalty, damage, claim, demand, expense and assessment whatsoever, including reasonable attorney's fees, arising from, relating to or in any manner connected with any allegation or claim of, or finding of, a violation of one or more applicable federal or state laws, provided that the alleged violation relates to, is directed at or is attributable to the Subcontractor, specifically, or relates to, is directed at or is attributable to those claims and supporting data submitted by Subcontractor in connection with the presentation of any claim by the Subcontractor for additional compensation, or adjustment of the contract terms, payment request, or any other act or statement by

the Subcontractor.

### 3.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

The Subcontractor, by signing this Agreement, hereby certifies that to the best of his or her knowledge it complies with the requirements set forth in FAR 52.203-11 - Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions (Sept 2007), that to the best of its knowledge and belief 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, and that the Subcontractor will include the language of this certification in all subcontracts, purchase orders, purchase agreements, etc., awards in excess of \$100,000 and require that all recipients of such a subcontract, purchase order, purchase agreement, etc., to certify and disclose accordingly and to obtain the equivalent certification from lower tier subcontractors or suppliers with contracts or purchase orders in excess of \$100,000.

## 4. ENVIRONMENTAL COMPLIANCE.

### 4.1 CLEAN AIR AND WATER

The Subcontractor, by signing this Agreement, hereby certifies that

(a) Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Subcontractor will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt Subcontract.

## EXHIBIT SI INSURANCE REQUIREMENTS

Subcontractor will, during the term of this agreement, carry, at its own expense the following insurance.

**1 Casualty Insurance.** Subcontractor shall, at its expense, and prior to the start of work, procure and maintain insurance on all of its operations, with companies acceptable to Contractor, as follows:

**1.1 Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employer's Liability insurance shall be provided in amounts :

- \$ 1,000,000 each accident for bodily injury by accident
- \$ 1,000,000 policy limit for bodily injury by disease
- \$ 1,000,000 each employee for bodily injury by disease

If there is an exposure of injury to Subcontractor's employees under the U. S. Longshoreman and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

The Workers' Compensation Policy shall include a Waiver of Subrogation and Workers' Compensation lien and Right of Intervention in favor of the Contractor and Owner.

**1.2 General Liability Insurance.** Subcontractor shall carry primary Commercial General Liability insurance (Insurance Services Office, Form CG 00 01 or equivalent) covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including but not limited to coverage for:

- (1) premises and operations
- (2) products and completed operations
- (3) contractual liability
- (4) broad form property damage (including completed operations)
- (5) explosion, collapse and underground hazards (including subsidence and any other earth movement)
- (6) personal injury liability
- (7) independent contractors

Should Subcontractor's policy contain a "cross-suits" exclusions, the cross exclusion shall not apply to any "additional insureds", and the endorsement shall be modified to exclude "additional insureds" from the "cross-suits" exclusion. The limits of liability shall be:

- \$10,000,000 each occurrence (combined single limit for bodily injury and property damage),
- \$10,000,000 for personal injury liability,
- \$10,000,000 aggregate for products-completed operations,
- \$10,000,000 general aggregate.

The general aggregate limit shall apply separately to Subcontractor's work under this Subcontract. For subcontracts in excess of \$10,000,000.00, an additional \$5,000,000 Excess Liability Insurance policy shall be maintained over the General Liability coverage. Such Excess coverage shall, at a minimum, include the items set forth in 1-7 above. Higher limits of liability may be required for hazardous work.

In addition, Subcontractor shall maintain primary and excess products liability and completed operations coverage for at least two (2) years following completion of the project and its acceptance by Owner.

If any umbrella or excess liability policy is used to meet the limits of liability contained herein, said policy shall be "flow on form" of the underlying primary policy and shall meet the additional insured and primary insurance required herein.

Contractor, Owner, and any other interested parties, as designated by Contractor, shall be named as additional insureds under the Commercial General Liability Policy and such insurance afforded the additional insureds shall apply as primary insurance. The additional insured coverage shall provide coverage at least as broad as ISO,

additional insured endorsement forms CG 20 10 and CG 20 37, 07/04 edition, or similar forms as approved by Contractor. The duty to provide such additional insured coverage is independent of the defense and indemnify obligations contained in this Subcontract. Any other insurance maintained by Contractor or Owner shall be excess insurance and not be called upon to contribute with this insurance.

Coverage for the Contractor, and the Owner as additional insureds, shall be provided, from the beginning of the work until at least two (2) years following completion of the project and its acceptance by Owner, by endorsements providing coverage at least as broad as Insurance Services Office, Additional Insured Endorsement Forms CG 20 10 and CG 20 37 or similar form as approved in writing by Contractor. The duty to provide such additional insured coverage is independent of the defense and indemnity obligations set forth in Subcontract Section entitled "Indemnification".

Subcontractor shall ensure that their subcontractors (at all tiers) of every tier also carry insurance in like form with the limits of liability specified above. Subcontractor and all subcontractors (at all tiers) shall provide written proof that the requisite insurance is being carried prior to entry to the jobsite. Contractor may also require that the subcontractor (at all tiers) name Contractor and Owner as additional insureds. Such naming shall be provided at no additional cost or expense to Contractor or Owner.

The Commercial General Liability Policy shall include a Waiver of Subrogation in favor of the Contractor and Owner.

**1.3 Claims Made/Self Insurance Provisions.** Subcontractor shall not provide general liability insurance under any Claims Made General Liability form without the express written consent of Contractor. Any self-insurance program providing coverage in excess of \$50,000.00 per occurrence requires the express written consent of Contractor.

**1.4 Automobile Liability Insurance.** Subcontractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be \$1,000,000 combined single limit each accident for bodily injury and property damage.

The Automobile Liability Policy shall include a Waiver of Subrogation in favor of the Contractor and Owner.

**1.5 Hazardous Materials.** If Subcontractor's work includes the remediation of hazardous materials, or if Subcontractor's work creates an exposure to hazardous materials, as those terms are defined in federal, state or local law, Subcontractor and its subcontractors and suppliers must obtain a "Contractor's Pollution Liability" policy with limits of \$1,000,000 per occurrence for Bodily Injury, Personal Injury and Property Damage. If Subcontractor's work includes the hauling of hazardous materials or pollutants (including waste), the policies must extend pollution coverage to the transportation of hazardous materials or pollutants. Such coverage shall include Contractor as an additional insured. Subcontractor will attach any endorsements required by law, such as the MCS-90 endorsement required by the Motor Carrier Act of 1980, if applicable.

**1.6 Professional Liability.** If Subcontractor's work includes professional services including design/build services (e.g. design/build responsibility for mechanical, electrical, structural, plumbing, or fire sprinkler systems) Subcontractor must obtain a Professional Liability Insurance Policy with limits of \$1,000,000 per occurrence, with a retroactive or prior acts date not later than the date such services began. Such insurance shall be maintained for not less than three (3) years following completion of the project and its acceptance by Owner.

**1.7 Deductibles.** Certificates of insurance, as evidence of the insurance required by this Subcontract and including the required "additional insured" endorsement(s) shall be furnished by Subcontractor to Contractor. Certificates shall set forth deductible amounts applicable to each policy and all exclusions or limitations not set forth in ISO Commercial General Liability Form CG 00 01. The Contractor may allow deductible provisions and/or self-insured retentions of up to \$50,000 if Subcontractor is willing to post security, guaranteeing payment of losses and defense expenses for a period of one (1) year after the project is completed. Standard ISO Form CG 00 01 exclusions will also be allowed. Allowance of any additional exclusions or coverage limiting endorsements is at the discretion of the Contractor. Regardless of the consent to exclusions, coverage limitations or deductibles by the Contractor, the Subcontractor shall be responsible for any deductible amount or any loss arising out of coverage denials by his insurance carrier(s).

Subcontractor's certificates of insurance shall provide that there will be no cancellation or reduction of coverage without an unqualified, thirty (30) day, prior written notice to Contractor.

**1.8 Continuous Insurance Coverage.** Subcontractor shall arrange for new Certificate(s) to be automatically forwarded to Contractor upon expiration of old Certificate(s).

Contractor may take whatever actions are necessary to assure Subcontractor's compliance with its obligations under this section of the Subcontract. Should any insurance policy lapse or be canceled during the period that insurance is required by this Subcontract, the Subcontractor shall, prior to the effective expiration or cancellation date, furnish the Contractor with evidence of renewal or replacement of the policy.

**1.9 Effect of Providing Insurance Certificate.** Any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Subcontract including the duty to provide the requisite insurance, the duty to indemnify and hold harmless Contractor as set forth in Subcontract Section entitled "Indemnification", and the duty to provide thirty (30) calendar days' written notice prior to cancellation and/or any adverse material change in the requisite insurance. Receipt by Contractor of any certificate of insurance shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Subcontract.

## **2 Property Insurance**

**2.1 Waiver of Subrogation.** Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

**2.2 All-Risk Insurance.** In addition, Subcontractor shall maintain in full force and effect "All Risk Insurance", acceptable to Contractor, for all work, including any equipment, and property obtained by or for Subcontractor which is to become a part of the Work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the project from such temporary locations. Subcontractor shall also be responsible for insuring Subcontractor's owned, rented or borrowed equipment.

Subcontractor agrees that Contractor carries no Workmen's Compensation insurance on Subcontractor and/or its employees. None of the foregoing insurance shall limit or affect any indemnity obligations of Subcontractor under this Subcontract. If cancellation of any such insurance is threatened because of nonpayment of premium by Subcontractor, Contractor shall have the right, but shall not be obligated, to pay such premiums and to deduct the amount thereof from amounts due or to become due to Subcontractor under this Subcontract.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Subcontractor for liability in excess of such coverage nor shall it preclude the Contractor from taking such other actions as is available to it under any other provision of this Subcontract or by law. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements. Failure to continuously satisfy the insurance requirements herein is a material breach of this Subcontract. In the event Subcontractor fails to maintain any part of the insurance coverage required, Contractor may, but is not required to, maintain such coverage and charge the expense to Subcontractor or may pursue its remedies under this Subcontract.

Subcontractor shall provide in the description of operation/locations block on the Insurance Certificate the following:

***"for the Contract No «udProjectNo» «udProjectTitle», «udProjectLocation»."***

**EXHIBIT FED  
FEDERAL LAW & REGULATION COMPLIANCE**

Subcontractor, by signing this Subcontract, agrees to abide by the provision of the Federal Acquisition Regulations (FAR) or Code of Federal Regulations (CFR) which are applicable to this Subcontract in accordance with the Contract. Particular attention is directed to the requirements of the following provisions. The Subcontractor shall include these clauses in all covered subcontracts and purchase orders.

**1 FEDERAL LAW & REGULATION COMPLIANCE**

To comply with all applicable federal, state and municipal laws, regulations, orders, citations and standards and with the programs and policies of Owner and Contractor that pertain to the Work including, without limitation

- (i) those pertaining to prevailing wage (specifically the current Davis-Bacon Act, 40 U.S.C. Section 276a) and amendments thereto;
- (ii) those pertaining to affirmative action and the elimination of discrimination in employment and employment practices because of race, creed, color, national origin, sex, and age (specifically, the provisions of the following laws are hereby made a part of this Subcontract by reference: Executive Order #11246, as amended, Sec. 503 of the Rehabilitation Act of 1973, Sec. 402 of the Vietnam Era Veterans Readjustment Assistance Act, the Americans with Disabilities Act), the federal Family and Medical Leave Act),
- (iii) those pertaining to occupational health, safety, accident prevention and safety equipment, and
- (iv) those pertaining to hazardous substances

and to conduct all training, make all reports and maintain all records required by any of the foregoing or by Owner or Contractor.

**2. EQUAL EMPLOYMENT OPPORTUNITY VIOLATIONS.**

Subcontractor is aware that Contractor is an EEO employer, and Subcontractor at its expense agrees to comply and conform to the equal employment opportunity policies of Contractor and any and all applicable Governmental authorities

**3. AFFIRMATIVE ACTION FOR VETERANS AND THE DISABLED**

Subcontractor acknowledges that as a Government contractor, Contractor is subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action which may also be applicable to Subcontractor. Accordingly, Subcontractor shall, to the extent they apply, abide by the requirements of 41 CFR §§ 60-1.4(a), 60-4.3, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individual based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**4. BUY AMERICAN ACT.**

The Buy American Act applicable to this contract is: 52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2019)

Subcontractor is required to provide a letter of certification.

**5. ORDER RATING.**

Subcontractor acknowledges this is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). This order is rated DO-C2 in accordance with provisions of DPAS Regulation 1 and/or DMS Regulation 1 as follows:

- (a) Rated orders take precedence over all unrated orders as necessary to meet required delivery dates. Among rated orders, DX rated orders take precedence over DO rated orders.



(b) Persons receiving rated orders must give them preferential treatment as required by this part.

(c) All rated orders must be scheduled to the extent possible to ensure delivery by the required delivery date as identified in Section 2 and Section 6.

(d) Persons who receive rated orders must in turn place rated orders with their suppliers for the items they need to fill the orders. This provision ensures that suppliers will give priority treatment to rated orders from contractor to subcontractor to suppliers throughout the procurement chain.

## 6. **MANDATORY FLOW DOWN CLAUSES.**

In accordance with the Contract, the clauses listed below are incorporated by reference as a part of this Agreement with the same force and effect as if they were set forth herein in full text and apply as prescribed below. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

### APPLICABLE TO ALL SUBCONTRACTS/PURCHASE ORDERS:

FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)

FAR 52.204-9: Personal Identity Verification of Contractor Personnel (Jan 2011) *Applies if work or access to a Government installation*

FAR 52.204-21: Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

FAR 52.204-23: Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)

FAR 52.222-50: Combating Trafficking in Persons (JAN 2019)

FAR 52.222-55: Minimum Wages Under Executive Order 13658. (DEC 2015)

FAR 52.222-62: Paid Sick Leave Under Executive Order 137658 (JAN 2017)

FAR 52.225-13: Restrictions on Certain Foreign Purchases (JUN 2008)

FAR 52.228-5: Insurance – Work on a Government Installation (JAN 1997). *Applies if work or access to a Government installation*

FAR 52.232-27: Prompt Payment for Construction Contracts (MAY 2014)

FAR 52.232-40: Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

FAR 52.236-13: Accident Prevention (NOV 1991) *Applies if work or access to a Government installation*

FAR 52.244-6: Subcontracts for Commercial Items (JAN 2019). *Subcontracts for Commercial Items shall require the following clauses:*

-- 52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015)

-- 52.203-15 Whistleblower Protection 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)

-- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016)

-- 52.204-23 Prohibition of Contracting for Hardware, Software, and Services Developed or Provided Kaspersky Lab and Other Covered Entities (Jul 2018)

-- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

-- 52.219-8 Utilization of Small Business Concerns (Oct 2018)

-- 52.222-21 Prohibition of Segregated Facilities (Apr 2015)

-- 52.222-26 Equal Opportunity (Sept 2015)

-- 52.222-35 Equal Opportunity for Veterans (Oct 2015)

-- 52.222-36 Equal Opportunity for Workers with Disabilities (July 2014)

-- 52.222-37 Employment Reports on Veterans (FEB 2016)

-- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

-- 52.222-50 Combating Trafficking in Persons (Mar 2015) Alternate I (Mar 2015)

-- 52.222-55 Minimum Wages under Executive Order 13658 (DEC 2015).

-- 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017)

-- 52.224-3 Privacy Training (Jan 2017)

- 52.225–26, Contractors Performing Private Security Functions Outside the United States (Jul 2013)
- 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
- DFAR 252.203-7002: Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
- DFAR 252.204-7000: Disclosure of Information (AUG 2013)
- DFAR 252.204-7012: Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)
- DFAR 252.223-7006: Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (SEP 2014)
- Applies if work or access to a Government installation*
- DFAR 252.225-7048: Export-Controlled Items (JUN 2013).
- DFAR 252.227-7033: Rights in Shop Drawings (APR 1966)
- DFAR 252.236-7013: Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (JUN 2013)
- DFAR 252.244-7000: Subcontracts for Commercial Items. (JUN 2013)
- DFAR 252.247-7023: Transportation of Supplies by Sea – Basic (FEB 2019)
- DFAR 252.247-7024: Notification of Transportation of Supplies By Sea (MAR 2000)

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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$2,000

- FAR 52.222-4: Contract Work Hours and Safety Standards-Overtime Compensation (MAR 2018)
- FAR 52.222-6: Construction Wage Rate Requirements (MAY 2014) (*Note: Download the Davis-Bacon Poster (WH-1321) at: <https://www.dol.gov/whd/programs/dbra/wh1321.htm>*)
- FAR 52.222-7: Withholding of Funds (MAY 2014)
- FAR 52.222-8: Payrolls and Basic Records (MAY 2014)
- FAR 52.222-9: Apprentices and Trainees (JUL 2005)
- FAR 52.222-10: Compliance with Copeland Act Requirements (FEB 1988)
- FAR 52.222-11: Subcontracts (LABOR STANDARDS) (MAY 2014)
- FAR 52.222-12: Contract Termination - Debarment (MAY 2014)
- FAR 52.222-13: Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
- FAR 52.222-14: Disputes Concerning Labor Standards (FEB 1988))
- FAR 52.222-15: Certification of Eligibility (MAY 2014)

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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$3,500:

- FAR 52.222-54: Employment Eligibility Verification. (OCT 2015)

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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$10,000:

- FAR 52.223-18: Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- FAR 52.222-27: Affirmative Action Compliance Requirements for Construction (APR 2015)
- FAR 52.222-40: Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$15,000:

- FAR 52.222-36: Employment Reports on Veterans. (FEB 2016)

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APPLICABLE IF THE SUBCONTRACT/PURCHASE ORDER EXCEEDS \$35,000:

- FAR 52.209-6: Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

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APPLICABLE IF THE SUBCONTRACT/PURCHASE ORDER EXCEEDS \$70,000:

- FAR 52.248-3:52.248-3 -Value Engineering -- Construction (OCT 2015)

APPLICABLE IF THE SUBCONTRACT/PURCHASE ORDER EXCEEDS \$150,000

FAR 52.203-6: Restrictions on Subcontractor Sales to the Government (SEP 2006)  
FAR 52.203-7: Anti-Kickback Procedures (MAY 2014), *excluding Paragraph (c)(1)*.  
FAR 52.203-12: Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)  
FAR 52.203-17: Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (APR 2014)  
FAR 52.215-2: Audit and Records – Negotiation (OCT 2010)  
FAR 52.222-35: Equal Opportunity for Veterans. (OCT 2015)  
FAR 52.222-37: Employment Reports on Veterans. (FEB 2016)  
DFAR 252.203-7001: Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (DEC 2008)

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APPLICABLE IF THE SUBCONTRACT/PURCHASE ORDERS EXCEEDS \$2,000,000 (DEVIATION):

FAR 52.215-13: Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)  
FAR 52.215-15: Pension Adjustments and Asset Reversions (OCT 2010)  
FAR 52.215-18: Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)  
FAR 52.215-19: Notification of Ownership Changes (OCT 1997)

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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$5,500,000:

FAR 52.203-13: Contractor Code of Business Ethics and Conduct (OCT 2015), *if the period of performance exceeds 120 days*.

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APPLICABLE IF THE SUBCONTRACT INVOLVES CLASSIFIED INFORMATION OR UNESCORTED ACCESS TO "LIMITED SECURITY AREAS":

FAR 52.204-2 ALT II: Security Requirements (AUG 1996)

For the Subcontractor's convenience the clauses in full text can be found [«udContractDocs»](#).