

FEDERAL PROVISIONS APPLICABLE WHEN SUBCONTRACTOR
(COMMERCIAL ENTITY)
IS IN POSSESSION OF GOVERNMENT PROPERTY (SEPTEMBER 2009)

GOVERNMENT SUBCONTRACT PROVISIONS INCORPORATED IN ALL
SUBCONTRACTS/PURCHASE ORDERS
(UNDER COST-TYPE PRIME COST REIMBURSABLE CONTRACTS)

Since this is a subcontract under a U.S. Government Prime Contract, awarded to the University of Hawaii, the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulations Supplement (DFARS) and other clauses and provisions listed below, if applicable, are hereby incorporated in this subcontract by reference with the same force and effect as if set forth in full text. The complete text for all of these clauses and provisions is available on the Internet at <http://www.arnet.gov/far/> and <http://www.acq.osd.mil/dpap/dfars/index.htm> or from the University of Hawaii Office of Procurement and Real Property Management. The Contractor hereby acknowledges possession of the FAR and DFARS or is otherwise familiar with all of the clauses and provisions incorporated herein by reference, and agrees to perform this subcontract. In the event of conflict between the terms and conditions of this section, and any other provisions of this subcontract, the terms and conditions of this section shall prevail. The terms "contractor/subrecipient," "Government," and "Contracting Officer," as used in the clauses incorporated by this reference, shall be deemed to refer to the "Seller," "Buyer or University of Hawaii," and the "University of Hawaii" (UH), respectively.

THE FOLLOWING PROVISIONS APPLY:

Applies to all orders

FAR:

52.202-1	Definitions
52.208-8	Required Sources for Helium and Helium Usage Data
52.211-15	Defense Priority and Allocation Requirements [Applies to rated orders certified for national defense use. In such event, Seller is required to follow all the provisions of the Defense Priorities and Allocations System regulation (15CFR 700)]
52-215-15	Pension Adjustments and Asset Reversions
52-215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes
52.216-7	Allowable Cost & Payment 31.2 Contracts with Commercial Organizations
52.216-8	Fixed Fee
52.216-11	Cost Contract No Fee
52.222-6	Davis-Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination--Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility
52.222-22	Previous Contracts and Compliance Reports

52.222-41	Service Contract Act of 1965, as Amended
52.223-7	Notice of Radioactive Materials
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications--Classified Subject Matter
52.227-11	Patent Rights--Retention by the Contractor (Short Form) Applicable if: (i) The contractor is a small business concern or non-profit organization as defined in FAR 27.301 (ii) No alternative patents rights clause is used in accordance with paragraph (c) or (d) of FAR 27.303
52.227-13	Patent Rights— Ownership by the Government Applicable if: (i) No alternative clause is used in accordance with paragraphs (c) (2) and (4) or paragraph (d) of FAR 27.303 (ii) The work is to be performed outside the United States, its possessions, and Puerto Rico by contractors that are not small business firms, nonprofit organizations as defined in FAR 27.301, or domestic firms
52.228-5	Insurance--Work on a Government Installation
52.232-7	Payments for Time & Material/Labor Hour Contracts
52.232-20	Limitation of Cost
52.232-21	Limitation of Cost (Facilities)
52.232-27	Prompt Payment for Construction Contracts
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.236-13	Accident Prevention
52.237-7	Indemnification and Medical Liability Insurance
52.243-1	Changes - Fixed-Price
52.243-2	Changes - Cost-Reimbursement
52.243-3	Changes - Time-and-Materials or Labor-Hours
52.243-4	Changes
52.243-5	Changes and Changed Conditions
52.243-6	Change Order Accounting
52.243-7	Notification of Changes
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-8	Liability for the Facilities
52.245-17	Special Tooling
52.245-18	Special Test Equipment
52.246-1	Contractor Inspection Requirements
52.246-3	Inspection of Supplies - Cost-Reimbursement
52.246-5	Inspection of Services - Cost-Reimbursement
52.246-6	Inspection - Time-and-Material and Labor-Hours
52.246-7	Inspection of Research and Development - Fixed-Price
52.246-8	Inspection of Research and Development - Cost-Reimbursement
52.246-9	Inspection of Research and Development - (Short Form)
52.246-10	Inspection of Facilities
52.246-13	Inspection - Dismantling, Demolition, or Removal of Improvements
52.246-16	Responsibility for Supplies
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately-Owned U.S.-Flag Commercial Vessels
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (NOT applicable to suppliers)
52.249-6	Termination (Cost-Reimbursement)
52.249-8	Default (Fixed-Price Supply and Service) (NOT applicable to suppliers)
52.249-11	Termination of Work (Consolidated Facilities or Facilities Acquisition)

DFARS:

245.505-14	Reports of Government Property <ul style="list-style-type: none">• Subcontractor reports due to the prime contractor no later than two weeks prior to the due date indicated in the above provision.
252.204-7000	Disclosure of Information
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.217-7012	Liability and Insurance
252.222-7000	Restrictions on Employment of Personnel
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.225-7009	Duty-Free Entry-Qualifying Country Supplies (End Products and Components)
252.225-7010	Duty-Free Entry-Additional Provisions
252.225-7014	Preference for Domestic Specialty Metals
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain
252.225-7025	Restriction on Acquisition of Forgings
252.225-7037	Duty-Free Entry--Eligible End Products
252.227-7013	Rights in Technical Data-Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions--Computer Software
252.227-7033	Rights in Shop Drawings
252.227-7034	Patents--Subcontracts
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7039	Patents—Reporting of Subject Inventions
252.235-7000	Indemnification under 10 U.S.C. 2354--Fixed Price
252.235-7001	Indemnification under 10 U.S.C. 2354--Cost Reimbursement
252.235-7002	Animal Welfare
252.235-7003	Frequency Authorization
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services
252.244-7000	Subcontracts for Commercial Items and Commercial Components

NFS:

1852.245-73	Financial Reporting of NASA Property in the Custody of Contractors <ul style="list-style-type: none">• Subcontractor reports due to the prime contractor no later than one week prior to the due date indicated in the above provision.
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Applies if order is over \$2,500

FAR:

52.225-13	Restrictions on Certain Foreign Purchases
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Applies if order is over \$10,000

FAR:

52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-36	Affirmative Action for Workers with Disabilities
52.225-8	Duty-Free Entry

Applies if order is over \$30,000

FAR:

52.209-5 Certification Regarding Responsibility Matters
52.209-6 Protecting the Governments Interest When Subcontracting with Contractors
Debarred, Suspended, or Proposed for Debarment

Applies if order is over \$50,000

FAR:
52.248-3 Value Engineering—Construction

Applies if order is over \$100,000

FAR:
52.203-3 Gratuities
52.203-6 Restrictions on Subcontractor Sales to the Government
52.203-7 Anti-Kickback Procedures
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12 Limitation on Payments to Influence Certain Federal Transactions
52.215-2 Audit and Records—Negotiation
52.215-14 Integrity of Unit Prices
52.219-8 Utilization of Small Business Concerns
52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees
52.223-14 Toxic Chemical Release Reporting
52.227-1 Authorization and Consent
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
52.246-2 Inspection of Supplies - Fixed-Price
52.246-4 Inspection of Services - Fixed-Price
52.246-12 Inspection of Construction
52.248-1 Value Engineering
52.249-3 Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)
52.249-10 Default (Fixed-Price Construction)
52.249-12 Termination (Personal Services)
52.249-13 Failure to Perform
52.249-14 Excusable Delays

DFARS:
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty
252.247-7023 Transportation of Supplies by Sea
252.247-7024 Notification of Transportation of Supplies by Sea
252.249-7002 Notification of Anticipated Contract Termination or Reduction

Applies if order is over \$500,000

FAR:
52.230-2 Cost Accounting Standards
52.230-3 Disclosure and Consistency of Cost Accounting Practices
52.230-6 Administration of Cost Accounting Standards

DFARS:
252.225-7026 Reporting of Contract Performance Outside the United States

Applies if order is over \$550,000

FAR:
52.219-9 Small Business Subcontracting Plan

Applies if order is over \$650,000

FAR:
52.214-26 Audit and Records—Sealed Bidding
52.214-28 Subcontractor Cost or Pricing Data—Modifications—Sealed Bidding
52.215-10 Price Reduction for Defective Cost or Pricing Data
52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications
52.215-12 Subcontractor Cost or Pricing Data
52-215-13 Subcontractor Cost or Pricing Data – Modifications

Applies if order is over \$1,000,000

DFARS:
252.211-7000 Acquisition Streamlining
252.225-7032 Waiver of United Kingdom Levies

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS APPLICABLE TO SUBCONTRACTOR AGREEMENTS NOT COVERED BY FAR:

Subcontractor shall comply with cost principles of OMB Circular A-21, “Cost Principles for Educational Institutions,” OMB Circular A-87, “Cost Principles for State and Local Governments,” or OMB Circular A-122, “Cost Principles for Non-Profit Organizations.”

AUDIT REPORT AND OTHER CLAUSES FOR SUBCONTRACTOR AGREEMENTS:

AUDIT REPORTS

Subcontractor shall comply with the requirements of OMB Circular A-133. Subcontractor further agrees to provide awarding institution with copies of any of the independent auditors’ reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, subcontractor will provide copies of responses to auditors’ reports and a plan for corrective action. All records and reports prepared in accord with the requirements of OMB Circular A-133 shall be available for inspection by representatives of awarding institutions or the government during normal business hours.

AUDIT COSTS

Subcontractor agrees that it shall be solely responsible for all costs to conduct any independent audit as required by OMB Circular A-133 for assuring compliance under this subaward.

DISALLOWANCES

Subcontractor agrees that it shall be solely responsible for reimbursing the University for all costs which may be disallowed as a result of non-compliance with any applicable laws, rules or regulations.