

AGREEMENT FOR PROFESSIONAL SERVICES

The Board of Trustees of Illinois State University, hereinafter referred to as the "University", and Masuda, Funai, Eifert & Mitchell, Ltd., hereinafter referred to as the "Contractor", hereby enter into the following Agreement.

The Contractor is a firm of lawyers duly licensed to practice law in the State of Illinois.

The Contractor agrees to furnish legal services and to perform duties related thereto for the Board of Trustees and Illinois State University, as requested by the Board or by the President of Illinois State University, and as the Board or President may direct from time to time pursuant to the following terms and provisions:

- (1) Duly authorized services shall be performed at the direction of the President or his respective designees.
- (2) The Services will be performed as required between July 1, 2010 and June 30, 2011. This term may be renewed annually thereafter for a total of ten (10) years if agreed to by the parties or their successors and consistent with state law.
- (3) Invoices for services rendered shall be submitted monthly to the University. Invoices shall be submitted to the University as a privileged attorney-client or attorney work product communication and it shall specify the subject matter, service, total hours worked and the dates upon which such services were performed. Expenses advanced, if any, shall be itemized.
- (4) If the University is of the opinion that the services of the Contractor are either not satisfactory or no longer required, the University, or the Contractor, may terminate this Agreement.
- (5) The University agrees, as consideration herein, that the Contractor shall be paid in accordance with Exhibit A attached hereto and made a part hereof (Contractor's pricing provided in Response to RFP #GR062110), plus actual expenses of the Contractor for travel and incidental expenses necessarily incurred in the performance of professional services. All such expenses shall be reimbursed at rates and for the purposes applicable to employees of Illinois State University and provided in the regulations of the Board. Copying expenses, telephone expenses, consulting counsel costs, expert witness fees, deposition costs and similar expenses attributable to services hereunder not described in the regulations of the Board shall be reimbursed to the Contractor. This paragraph is subject to revision on formal approval by the University for unforeseen service costs or authorized expenses:
- (6) Contractor agrees to provide secretarial work as required, at its expense.
- (7) The services provided for herein shall be performed by the above named. No person or subcontractor other than above named shall be engaged upon such services, unless a written statement is provided to the contrary and a list, with names, addresses, and the anticipated amount of money subcontractor will receive is attached to the agreement. This provision shall not apply to secretarial and clerical services needed by the above named to assist in the performance of this agreement. Above named shall not hire University employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services, except upon the written approval of the University.
- (8) This contract is subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the

contract. In the event of termination for lack of appropriation, payment will be made for services performed up to the effective date of termination.

- (9) Contractor agrees to complete Exhibit A attached hereto and abide by all certifications contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of June 30, 2010.

Accepted and approved by the Board of Trustees of Illinois State University

By:

  
Signature

Judy L Johnson  
Director of Purchases

Accepted and approved by the Contractor Masuda, Funai, Eifert & Mitchell, Ltd.

By:

  
Signature

Approved:

  
Signature

Lisa M. Huson  
General Counsel

7-14-10

**EXHIBIT A**

**Pricing**

**MASUDA, FUNAI, EIFERT & MITCHELL**

**Bill Rates per hour:**

<b>Principal</b>	<b>Robert S. White</b>	<b>\$275</b>	<b>to \$275</b>
<b>Associate</b>	<b>Esther Conteras</b>	<b>\$215</b>	<b>to \$215</b>
<b>Paralegals</b>		<b>\$115</b>	<b>to \$125</b>

**Transactional Fees:**

The following is the flat fee schedule for Illinois State University (excluding advertising costs, filing fees, FedEx, and document reproduction) for green card and H-1B matters:

**July 1, 2010 – June 30, 2012**

H-1B Process – \$800

Stage One – PERM Labor Certification Application - \$1,000

Stage Two – I-140 Process Based Upon PERM Process - \$1,000

Stage Three – Adjustment of Status/Consular Processing (for Employee Only) - \$1,000

**Renewal Options:**

<b>First Renewal</b>	<b>Price remains firm</b>
<b>2<sup>nd</sup> – 9<sup>th</sup> Renewal</b>	<b>Up to 2.5% increase</b>

## EXHIBIT B

### LAWS AND CERTIFICATIONS

All subcontracts issued by Vendor under this Contract must include the Standard Qualifications, Certifications, Representations, and Disclosures Attachment.

If this is a multi-year contract, including the initial term and all optional renewals, Vendor shall reconfirm compliance with the following certifications by July 1 of each year that this contract remains in effect. All subcontractors shall reconfirm compliance with the Standard Qualifications, Certifications and Disclosure Attachment.

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

1. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Vendor is not in default on an educational loan (5 ILCS 385/3).
3. This term has been intentionally left blank
4. This applies to service contracts and is otherwise not applicable. Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This certification does not apply to heating and air-conditioning, plumbing and electrical service contracts.
5. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
6. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
7. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
8. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
9. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
10. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
11. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
12. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
13. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
14. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
15. If Vendor employs 25 or more employees and this Contract is worth more than \$5,000, Vendor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30 ILCS 580).
16. If Vendor is an individual and this Contract is worth more than \$5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. (30 ILCS 580).
17. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
18. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
19. Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).
20. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
21. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
23. Vendor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).
24. This term has been intentionally left blank
25. This applies to information technology contracts and is otherwise not applicable. Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at [www.dhs.state.il.us/itaa](http://www.dhs.state.il.us/itaa) (30 ILCS 587).
26. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
- the person intending to contract with the State, his/her spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
  - the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
  - the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
27. Vendor (as "business entity" under 30 ILCS 500/50-37), certifies that it will not make a prohibited political contribution.
28. In accordance with 30 ILCS 500/20-160, Vendor certifies that either:  
 Vendor is not required to register as a business entity with the State Board of Elections.  
 or  
 Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act.
29. Vendor will include these terms in any subcontract and acknowledges that the State may declare this Contract void without penalty or obligation to pay additional compensation if any certifications are false or if this Contract has been made in violation of the Procurement Code or any other law.
30. This term has been intentionally left blank
31. This term has been intentionally left blank
32. The Vendor acknowledges that this Contract may be voided if any of the certifications made herein by the Vendor are false.
33. In the event of a conflict between these contract certifications and a purchase order these contract certifications shall control.
34. This applies only if procuring university receives Medicare or Medicaid funding. Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Contractor becomes excluded during life of this Contract.
35. The Contractor (and any Subcontractors) is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the University for the recovery of any funds paid by the University under this Contract for which adequate books and records are not available.
36. In accordance with the State Prompt Payment Act (30 Illinois Compiled Statutes 540), the University shall deny or approve a bill for payment within 30 days after physical receipt of the bill. A payment is late if the date of payment is not within 60 days after the date of approval of the contractor's bill. Interest is calculated at the rate of 1% per month, or a daily interest factor of .00033. Interest amounting to \$5 or less will not be paid by the University.
37. If this order includes printing services, the contractor certifies that its employees who are to produce the requested printing are receiving the prevailing wage rate and are working under conditions prevalent in the locality where the order is to be performed. Unless otherwise indicated in the order documentation, any printing services provided must be made using soybean oil-based ink.

38. This contract is subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract. In the event of termination for lack of appropriation, payment will be made for services performed up to the effective date of termination.
39. Contractor/vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-102 et seq.), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal employment opportunity clause of the Illinois Human Rights Act is incorporated herein (775 ILCS 5/2-105). Contractor/vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR 60-1, et seq.). Contractor/vendor agrees to incorporate this clause into all subcontracts under this contract.
40. Contractor/vendor certifies in accordance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/) that no contractor, subcontractor, nor any person on his or her behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work for the benefit of the State.
41. Contractor/vendor certifies that they, and all relevant subcontractors, are in compliance with the State of Illinois Procurement of Domestic Products Act (PA 93-0954).

Construction

42. Contractor/vendor certifies in accordance with the State of Illinois Public Works Preference Act (30 ILCS 560/) and Employment of Illinois Workers on Public Works Act (30ILCS 570/) that every person who is charged with the duty of constructing or building any public works project or improvement for the State of Illinois shall employ only Illinois laborers, unless such are not available, or are incapable of performing the particular type of work involved.
43. Contractor/vendor certifies that they, and all relevant subcontractors and affiliates, are in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/), if applicable. Also, for printing services, if order is \$2,000 or more, employees who are to produce the printing are receiving the prevailing wage rate and are working under conditions prevalent in the locality where the work is to be performed (30ILCS 500/25-60). Unless otherwise indicated, printing must be produced using soybean oil-based ink (50 ILCS 520/10).
44. Contractor/vendor certifies that they are in compliance with the requirement of 30 ILCS 500/30-22, which states: Construction contracts; responsible bidder on a construction contract for purposes of this Code, a bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to the appropriate construction agency:
  1. The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
  2. The bidder must comply with all applicable provisions of the Prevailing Wage Act.
  3. The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order NO. 11375.
  4. The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
  5. The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
  6. The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

The provisions of this Section shall not apply to federally funded construction projects if such application would jeopardize the receipt of use of federal funds in support of such a project.

45. FEDERAL SUBCONTRACT/PURCHASE ORDER FLOWDOWN  
PROVISIONS (PRIVATE )GRANTS

The following Government Articles are hereby incorporated into this transaction by reference as applicable. For the purpose of this transaction in the Articles the terms "Government" and "Contracting Officer" shall mean Buyer (UIUC). Clauses and references are in accordance with OMB Circular A-110, Section 48 and that Circular's Appendix A. Provisions have applicability as noted.

ISU may terminate this order by giving written notice to the Subcontractor. If UIUC terminates this order, upon receipt of such notice, Subcontractor shall cease incurring costs under this order and take action to cancel all outstanding obligations that can be reasonably cancelled. Within 45 days of the effective date of the termination, Subcontractor shall submit a termination claim to ISU. Subcontractor shall be entitled to reimbursement for all allowable costs incurred to the date of termination and for all non-cancelable obligations up to, but not to exceed, the estimated cost of this order.

<u>SUBJECT</u>	<u>IMPLEMENTING U.S.CODE/ORDER</u>	<u>APPLICABILITY/REMARKS</u>
1. Equal Employment Opportunity amount.	E.O. 11246, E.O. 11375 & 41 CFR part 60	All contracts regardless of dollar
2. Clean Air Act and Federal Water Pollution Control Act	42 U.S.C. 7401 et seq. & 33 U.S.C. 1251 et seq	Awards over \$100,000.
3. Debarment and Suspension	E.O. 12549 & E.O. 12689	All Awards. Additional certification requirements in awards over \$25,000.
4. Examination of Records by Awarding Comptroller General Agency,	FAR 52.215-2, 15.209(b)	Right of access of recipient Federal
5. Rights to Inventions Made experimental,	U.S. Comptroller General, or Representatives in awards over \$25,000. 37 CFR Part 401	All awards for performance of
6. Byrd Anti-Lobbying Amendment over \$100,000	31 U.S.C. 1352	developmental or research work. Contractors who apply or bid for awards

46. FEDERAL SUBCONTRACT/PURCHASE ORDER FLOWDOWN PROVISIONS(PRIVATE )

The following Government Contract Articles are hereby incorporated into this transaction by reference as applicable. For the purpose of this transaction in the Articles the terms "Government" and "Contracting Officer" shall mean ISU (Buyer). Clauses and References are to the Federal Acquisition Regulation, which has general applicability for procurements made under prime contracts and grants issued by all Federal agencies.

ISU may terminate this Subcontract by giving written notice to the Subcontractor. If ISU terminates this Subcontract, upon receipt of such notice, Subcontractor shall cease incurring costs under this Subcontract and take action to cancel all outstanding obligations that can be reasonably cancelled. Within 45 days of the effective date of the termination, Subcontractor shall submit a termination claim to ISU. Subcontractor shall be entitled to reimbursement for all allowable costs incurred to the date of termination and for all non-cancelable obligations up to, but not to exceed, the estimated cost of this Subcontract.

Clause	Title	Date	Reference	Applicability/Remarks
<u>Clauses Which Apply Regardless of Dollar Amount of Subcontract:</u>				
52.203-6	Restrictions on Subcontract Sales to the Government	07-95	3.502-3	\$100,000
52.203-7	Anti-Kickback Procedures (except paragraph (c)(1))	07-95	3.502-3	\$100,000
52.203-11	Certification & Disclosure Regarding Payments to Influence Certain Federal Transactions	04-91	3.808	Applies only if prime contract is over \$100,000. Text of cert. must then be in all subcontracts, but
> \$100,000.				subk certification required only if subk is
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	06-97	3.808	Same comments as above. \$100,000
52.215-14	Integrity of Unit Prices	10-97	15.408(f)(1)	Less Paragraph (b). \$100,000
52.222-26	Equal Opportunity	02-99	22.810(e)	\$10,000
52.225-13	Restrictions on Certain Foreign Purchase	07-00	25.1103(a) -all	
52.247-63	Preference for U.S. Flag Air Carriers	01-97	47.405	If subcontract may involve foreign air travel
<u>Additional Clauses Required in Subcontracts/Purchase Orders Exceeding \$10,000:</u>				
52.222-36	Affirmative Action for Workers with Disabilities	06-98	22.1408(a)	
<u>Additional Clauses Required in Subcontracts/Purchase Orders Exceeding \$10,000:</u>				
52.219-8	Utilization of Small Business Concerns	10-00	19.708(a)	\$100,000
52.222-21	Prohibition of Segregated Facilities	02-99	22.810(a)(1)	If Equal Opportunity Clause is incorporated
52.222-35	Affirmative Action for Disabled Veterans & Veterans of the Vietnam Era	04-98	22.1308 (a)(1)	
52.222-37	Employment Reports on Disabled Veterans & Veterans of the Vietnam Era	01-99	22.1308(b)	
<u>Additional Clauses Required in Subcontracts/Purchase Orders Exceeding \$25,000:</u>				
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, & Other Responsibility Matters	9.409(a)		No specific requirements to flow clause, but kr must have control system to assure Gov notification prior to use of such subkrs.
52.209-6	Protecting the Gov't's interest when Sub with Contractor's Debarred, Suspended or Proposed for Debarment	07-95	9.409(b)	Specific flowdowns not req'd; past 1 <sup>st</sup> Tier but sub must disclose debarment status.
52.215-2	Audit & Record - Negotiation	06-99	15.209(b)	\$100,000
52.227-1	Authorization & Consent	07-95	27.201-2(a)	
52.227-2	Notice & Assistance Regarding Patent & Copyright Infringement	08-96	27.202-2	\$100,000
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	06-00	47.507(a)	If ocean shipping anticipated. - all
<u>Additional Clauses Required for Subcontracts/Purchase Orders Over \$100,000:</u>				
52.223-2	Clean Air and Water	04-84	23.104(b)	
<u>Additional Clauses Required for Subcontracts/Purchase Orders Over \$500,000:</u>				
52.219-9	Small Business Subcontracting Plan	10-00	19.708(b)	If clause is in prime.
52.215-12	Subcontractor Cost or Pricing data		15.408(d)	\$550,000
Or				
52.215-13	Subcontractor Cost or Pricing Data - Modifications	10-97	15.408(e)	\$550,000
<u>Clauses Which Apply Under Other Specific Conditions:</u>				
52.204-2	Security Requirements	08-96	4.404(a)	If subk involves access to classified information.
52.222-1	Notice to the Government of Labor Disputes	02-97	2.103-5(a)	If clause is in prime and sub may involve dispute.
52.222-4	Contract Work Hours & Safety	09-00	22.305	All subks which involve laborers or mechanic.
52.222-41	Standards Act - Overtime Compensation Service Contract Act of 1965, as Amended	05-89	22.1006(a)	If prime & sub are subject to the act.

52.223-3 material	Hazardous Material Identification & Material Safety Data	01-97	23.303	If the subcontract involves hazardous
52.227-10 matters	Filing of Patent Applications	04-84	27.207-2	If the subcontract will involve classified
52.227-11 involves	Classified Subject Matter Patent Rights-Retention by the Contractor (Short Form)	06-97	27.303(a)	If the subcontract/purchase order experimental and R&D work.
Or 52.227-12 applies	Patent Rights-Retention by the Contractor (Long Form)	01-97	27-303(b)	Unless noted in the schedule, short-form to non-profit, educational and small bus.
Or 52.227-13 concerns.	Patent Rights-Acquisition by the Government	01-97	27-303(c)	concerns. Long-form applies to other

Additional Federal Acquisition Regulation Clauses Which Apply to Construction Subcontracts When Prime Contract Involves Substantive Construction Work:

52.222-6 clause requiring	Davis Bacon Act	02-95	22.407(a)	Prime contractor must also include a
52.222-7	Withholding of Funds	02-88	22.407(a)	subs -(construction excess of \$2,000) to include all clauses on this page into lower
tier subcontracts.				
52.222-8	Payrolls and Basic Records	02-88	22.407(a)	
52.222-9	Apprentices & Trainees	02-88	22.407(a)	
52.222-10	Compliance with Copeland Act Requirements	02-88	22.407(a)	
52.222-11	Subcontracts (Labor Standards)	02-88	22.407(a)	
52.222-12	Contract Termination Debarment	02-88	22.407(a)	
52.222-13	Compliance wit Davis-Bacon & Related Act Regulations	02-88	22.407(a)	
52.222-14	Disputes Concerning Labor Standards	02-88	22.407(a)	
52.222-15	Certification of Eligibility	02-88	22.407(a)	

CLAUSES INCORPORATED FROM THE DEPARTMENT OF DEFENSE SUPPLEMENT TO THE FEDERAL ACQUISITION REGULATION  
The following apply to subcontracts/purchase orders issued under Department of Defense prime contracts for the conditions noted:

Clause	Title	Date	Reference	Applicability/Remarks
252.203-7001 \$100,000.	Prohibition on Persons Convicted	03-99	203.570-5	If the subcontract amount exceeds
	of Fraud or other Defense, - Contract - Related Felonies			
252.204-7000 for supplies	Disclosure of Information	12-91	204.404-70	If in prime contract, and if subcontract is
252.225-7009	Duty-free entry--Qualifying Country Supplies	08-00	225.1101(8)	
252.225-7010	end products& supplies Duty-free entry-Additional	08-00	225.1101(9)	Include clause 52-225-9 Duty-free entry
252.225-7026 \$100k.	Reporting Of Contract Performance	06-00	225.7203	If in prime contract and subk exceeds
252.227-7013	Rights in Technical Data and Noncommercial item	11-95	227.7103-6(a)	If subcontract includes technical data or software acquisition.
252.227-7018 data/software	Restrictive Marking on Technical Data	10-88	27.482(d)	If subcontractor will deliver tech
252.227-7034 other non-profit.	Patents-Subcontracts	04-84	227.304.4	If subcontract is for research and with than small bus.
252.227-7037	Validation of Restrictive Markings on Technical Data	09-99	227.102-3(c) 227.7103-6(e)(4) 227.7104(e) 227-7203-6(f)	If subcontractor will deliver tech data.
252.227-7039 Inventions by the Contractor(Short Form)	Patents - Reporting of Subject	04-90	227.303(a)	Contract includes 52.227-11 Patent Rights - Retention