

HARBEC, INC. FAR SUPPLEMENT

As discussed in Section 3 (Government Contract) of the Standards Terms and Conditions of Purchase, if any FAR Supplement Clauses are not applicable by their terms, they shall be self-deleting. Otherwise, all applicable FAR Supplement Clauses are incorporated herein to the Purchase Order.

CLAUSE	TITLE
FAR 52.202-1	Definitions
FAR 52.203-2	Certificate of Independent Price Determination
FAR 52.203-3	Gratuities (Applies if the value of this Agreement exceeds the Simplified Acquisition Threshold (SAT))
FAR 52.203-5	Covenants Against Contingent Fees (Applies if this Agreement exceeds the SAT, other than those for commercial items)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Applies if this Agreement exceeds the SAT. For the acquisition of commercial items, the clause with its Alternate I shall apply.)
FAR 52.203-7	Anti-Kickback Procedures (Applies if this Agreement exceeds the SAT, other than those for commercial items)
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Applies if this Agreement exceeds the SAT, other than those for commercial items)
Far 52.203-10	Price of Fee Adjustment for Illegal or Improper Activity (Applies if this Agreement exceeds the SAT, other than those for commercial items)
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applies if this Agreement is expected to exceed \$150,000)
FAR 52.203-13	Contractor Code of Business Ethics and Conduct
FAR 52.203-14	Display of Hotline Posters
FAR 52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009
FAR 52.203-16	Preventing Personal Conflict of Interest
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representations
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Applies unless this Agreement is for personal service with an individual)
FAR 52.204-2	Security Requirements (Classified Information)
FAR 52.204-3	Taxpayer Identification
FAR 52.204-5	Women-Owned Business (Other Than Small Business)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Applies where Seller will have physical access to a federally-controlled facility or access to a federal information system)
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
FAR 52.204-17	Ownership or Control of Offeror
FAR 52.204-20	Predecessor of Offeror
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (applies to this Agreement if Seller may have federal contract information residing in or transiting through its information system)
FAR 52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation
FAR 52.209-5	Certification Regarding Responsibility Matters
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations

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FAR 52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
FAR 52.211-5	Materials Requirements
FAR 52.211-15	Defense Priority and Allocation Requirements
FAR 52.212-3	Offeror Representations and Certifications – Commercial Items
FAR 52.219-8	Utilization of Small Business Concerns
FAR 52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
FAR 52.222-3	Convict Labor
FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation
FAR 52.222-17	Nondisplacement of Qualified Workers
FAR 52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
FAR 52.222-19	Child Labor- Cooperation with Authorities and Remedies
FAR 52.222-21	Prohibition of Segregated Facilities
FAR 52.222-22	Previous Contracts and Compliance Reports
FAR 52.222-25	Affirmative Action Compliance
FAR 52.222-26	Equal Opportunity
FAR 52.222-35	Equal Opportunity for Veterans
FAR 52.222-36	Equal Opportunity for Workers with Disabilities
FAR 52.222-37	Employment Reports on Veterans
FAR 52.222-38	Compliance with Veterans’ Employment Reporting Requirements
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act
FAR 52.222-50	Combating Trafficking in Persons
FAR 52.222-54	Employment Eligibility Verification
FAR 52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Certification
FAR 52.222-55	Minimum Wages Under Executive Order 13658
FAR 52.222-59	Compliance with Labor Laws (Executive Order 13673)
FAR 52.222-60	Paycheck Transparency (Executive Order 13673)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706
FAR 52.223-1	Bio-Based Product Certification
FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Applies if this Agreement requires the delivery of hazardous material, as defined in the clause at FAR 23.301.)
FAR 52.223-4	Recovered Material Certification
FAR 52.223-6	Drug-Free Workplace
FAR 52.223-7	Notice of Radioactive Materials (Applies to Goods containing covered radioactive material. In the blank, insert “30”.)
FAR 52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Applies if this Agreement is equal to or greater than the SAT)
FAR 52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Applies if the Goods may contain or have been manufactured with ozone-depleting substances)
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (Applies if this Agreement contemplates energy-consuming products listed in the ENERGY STAR® Program or the Federal Energy Management Program that will be (a) delivered; (b) acquired by SELLER for use in performing services at a federally-controlled facility; (c) furnished by SELLER for use by the government; or (d) specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance)
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
FAR 52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals- Representation
FAR 52.224-2	Privacy Act (Applies if this Agreement when the design, development, or operation of a system of records on individuals is required to accomplish an agency functions)

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- FAR 52.224-3 Privacy Training (Applies if, in the performance of this Agreement, SELLER's employees will have access to a system of records on individuals or will handle personally identifiable information)
- FAR 52.225-1 Buy American Act – Supplies (Applies if the value of this Agreement exceeds the MicroPurchase Threshold but does not exceed \$250,000; or if the value of this Agreement exceeds \$25,000 and neither the clause at FAR 52.225-3 nor FAR 52.225-5 applies)
- FAR 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act (Applies if this Agreement is for the acquisition of supplies, or for services involving the furnishing of supplies, for use within the United States and the value is \$25,000 or more, but is less than \$180,000. Use Alternate I if the value is \$25,000 or more, but less than \$50,000. Use Alternate II if the value is \$50,000 or more, but less than \$80,317. Use Alternate III if the value is \$80,317, but less than \$100,000)
- FAR 52.225-4 Buy American Act North American Free Trade Agreement – Israeli Trade Act Certificate (Only applies if 52.225-3 applies)
- FAR 52.225-5 Trade Agreements (Applies if (a) this Agreement is valued at \$180,000 or more, (b) this Agreement is covered by the WTO GPA (see FAR subpart 25.4), and (c) the agency has determined that the restrictions of the Buy American statute are not applicable to U.S.-made end products. This clause does not apply to contracts issued by the DoD. For DoD issued contracts see DFARS 252.225-7021)
- FAR 52.225-6 Trade Agreements – Certificate (Only applies if 52.225-5 applies)
- FAR 52.225-8 Duty Free Entry (Applies if the Goods will be imported into the Customs Territory of the United States for which duty-free entry may be obtained in accordance with the clause at FAR 25.903(a))
- FAR 52.225-13 Restrictions on Certain Foreign Purchases
- FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan - Certification
- FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran – Representation and Certification
- FAR 52.225-26 Contractors Performing Private Security Functions Outside the United States (Applies if performance of this Agreement will occur outside the United States in areas of combat operations or other significant military operations. This clause does not apply for contracts with the DoD. A contract with the DoD that will occur outside of the United States in areas of combat operations or other significant military operations is subject to DFARS 225.302-6)
- FAR 52.226-4 Notice of Disaster or Emergency Area Set-Aside
- FAR 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area
- FAR 52.227-1 Authorization and Consent (Applies if this Agreement exceeds the SAT, other than those for commercial items)
- FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Applies if this Agreement exceeds the SAT, other than those for commercial items)
- FAR 52.227-6 Royalty Information (Applies to suppliers charging more than \$250 for royalties)
- FAR 52.227-9 Refund of Royalties (Applies if this Agreement contemplates a reported royalty that exceeds \$250)
- FAR 52.227-10 Filing of Patent Applications – Classified Subject Matter (Applies if the Goods or Services or any patent application may cover classified subject matter)
- FAR 52.227-11 Patent Rights-Ownership by the Contractor (Applies if this Agreement includes, at any tier, experimental, developmental, or research work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Harbec Representative identified on the face of this Order. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)

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- FAR 52.227-13 Patent Rights – Ownership by the Government (Applies if this Agreement is for experimental, developmental, or research work and SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted.)
- FAR 52.227-14 Rights in Data – General (Does not apply if DFARS 252.227-7013 applies. Alternates I–IV may apply as set forth in the text of this clause.)
- FAR 52.227-16 Additional Data Requirements (Applies if (a) technical data provided by SELLER comprised any part of the successful bid proposal upon which the Prime Contract award was based, and (b) the government desires to acquire unlimited rights in such technical data.)
- FAR 52.227-19 Commercial Computer Software License (Applies if this Agreement is for the acquisition of commercial computer software. NOTE: SELLER is responsible for providing all information necessary for Harbec to complete the notice specified in paragraph (c))
- FAR 52.228-5 Insurance – Work on a Government Installation (Applies if this Agreement involves work on a government installation. Unless otherwise specified by this Agreement, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2)
- FAR 52.230-1 Cost Accounting Standards Notices and Certifications
- FAR 52.230-6 Administration of Cost Accounting Standards (Applies when the clauses at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 apply)
- FAR 52.232-7 Payments Under Time-And-Materials and Labor-Hour Contracts (Applies if this Agreement is a labor hour or time and materials contract. The third sentence of paragraph (a)(8) is deleted. In paragraph (f) “120 days” is changed to “60 days,” and in paragraph (g)(2) “6 years” is changed to “five years.” Paragraphs (c) and (i) are deleted)
- FAR 52.232-9 Limitation on Withholding of Payments
- FAR 52.232-16 Progress Payments (Applies ONLY if Harbec has been approved for progress payments from the government or higher tier contractor)
- FAR 52.232-17 INTEREST (Applies if this Agreement will be in one or more of the following categories: (a) contracts at or below the SAT; (b) contracts with government agencies; (c) contracts with a state or local government or instrumentality; (d) contracts with a foreign government or instrumentality; (e) contracts without any provision for profit or fee with a nonprofit organization; (f) contracts described in Subpart 5.5, Paid Advertisements; or (g) any other exceptions authorized under agency procedures)
- FAR 52.232-20 Limitation of Cost (Applies if this Agreement is a fully funded cost reimbursement contract)
- FAR 52.232-32 Limitation of Funds (Applies if this Agreement is an incrementally funded cost reimbursement contract)
- FAR 52.232-32 Performance-Based Payments (Applies ONLY if included in the Prime contract and the Agreement is significant and such payments are linked to similar payment milestones that L3 may have with the Government)
- FAR 52.232-39 Unenforceability of Unauthorized Obligations
- FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Applies if SELLER is a small business concern. This clause does not apply if Harbec does not receive accelerated payments under the Prime Contract.)
- FAR 52.234-1 Industrial Resources Developed Under Title III, Defense Production Act (Applies ONLY If included in the Prime contract)
- FAR 52.237-2 Protection of Government Buildings, Equipment and Vegetation (Applies if Goods or Services are performed on a government installation)
- FAR 52.237-3 Continuity of Services (Applies if this Agreement (a) is for services considered vital to the government and must be continued without interruption; (b) when, upon contract expiration, a successor, either the government or another contractor, may continue such services ; and (c) the government anticipates difficulties during the transition from one contractor to another or to the government)

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FAR 52.239-1	Privacy and Security Safeguards (Applies if this Agreement is for information technology which requires security of information technology or is for the design, development, or operation of a system of records using commercial information technology services or support services)
FAR 52.242-15	STOP-WORK Order (Applies if this Agreement is a negotiated contract for supplies, services, or research and development. Alternate I applies if this Agreement is for a cost reimbursement contract. The referenced "90 day" period may be less than 90 days)
FAR 52.234-1	Changes – Fixed Price (Applies if this Agreement is a fixed-price contract for supplies. Alternate I applies if this Agreement is for services. Alternate II applies if this Agreement is for supplies and services)
FAR 52.243-2	Changes – Cost Reimbursement (Applies if this Agreement is a cost-reimbursement contract)
FAR 52.234-3	Changes – Time and Material or Labor-Hours (Applies if this Agreement is a time and material or labor hour contract)
FAR 52.243-6	Change Order Accounting (Applies if the Prime Contract requires Change Order Accounting)
FAR 52.244-2	Subcontracts (Applies if this Agreement is for (a) a cost-reimbursement contract; (b) a letter contract, time-and-materials contract, or labor-hour contract that exceeds the SAT; or (c) a fixed-price contract that exceeds the SAT, under which unpriced contract actions (including unpriced modifications or unpriced delivery orders) are anticipated)
FAR 52.244-5	Competition in Subcontracting (Applies if this Agreement is a negotiated contract whose value is expected to exceed the SAT)
FAR 52.244-6	Subcontracts for Commercial Items
FAR 52.245-1	Government Property (Alternate I) ("Contracting Officer" means "Harbec" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Harbec. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Harbec" and except in paragraphs (d)(2) and (g) where the term includes Harbec. The following is added as paragraph (n): "SELLER shall provide to Harbec immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required")
FAR 52.245-2	Government Property Installation Operation Services (Applies if this Agreement is a fixed-price contract for services on a government installation and "as is" Government Property listed in paragraph (e) of this clause will be furnished to SELLER for initial provisioning and the government is not responsible for the repair or replacement for such Government Property)
FAR 52.245-9	Use and Charges (Applies when the clause at FAR 52.245-1 applies)
FAR 52.246-2	Inspection of Supplies – Fixed Price (Applies if this Agreement is a fixed-price contract whose value is expected to exceed the SAT)
FAR 52.246-3	Inspection of Supplies – Cost Reimbursement
FAR 52.246-4	Inspection of Services – Fixed Price
FAR 52.246-5	Inspection of Services – Cost Reimbursement
FAR 52.246-6	Inspection of Time-And-Material and Labor-Hour
FAR 52.246-16	Responsibility for Supplies
FAR 52.247-63	Preference for U.S.-Flag Air Carriers
FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels
FAR 52.247-67	Submission of Transportation Documents for Audit
FAR 52.248-1	Value Engineering
FAR 52.249-2	Termination for Convenience of the Government (Fixed Price)
FAR 52.249-5	Termination for Convenience of the Government (Educational and Other NonProfit Institutions)
FAR 52.249-8	Default (Fixed-Price Supply and Service)

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FAR 52.249-14 Excusable Delays (Applies if this Agreement is a cost reimbursement contract with a fee or a time & material or labor-hour contract)