**ATMP Final Prime Contract W900KK-18-D-0018**

**Sub-contract Flow-Down Clauses (Rev. C - 07/30/18)**

**FAR/DFARS**

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| **Clause #** | **Description** |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014) |
| 52.203-16 | Preventing Personal Conflicts of Interest (DEC 2011) |
| 52.204-15 | Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) |
| 52.216-4 | Economic Price Adjustment - Labor and Material (JAN 1997) |
| 52.216-16 | Incentive Price Revision A Firm Target (OCT 1997) |
| 52.222-17 | Nondisplacement of Qualified Workers (MAY 2014) |
| 52.222-42  | STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) |
| 52.222-43 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014) |
| 52.223-16 | Acquisition of EPEAT - Registered Personal Computer Products (OCT 2015) |
| 52.228-3 | Workers' Compensation Insurance (Defense Base Act) (JUL 2014) |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas (APR 1984) |
| 52.232-17 | Interest (MAY 2014) |
| 52.232-39 | Unenforceability of Unauthorized Obligations (JUN 2013) |
| 52.244-6 | Subcontracts for Commercial Items (FEB 2016) |
| 52.245-2 | Government Property Installation Services (APR 2012) |
| 52.245-9 | Use and Charges (APR 2012) |
| 52.246-25 | LIMITATION OF LIABILITY-SERVICES (FEB 1997) |
| 252.204-7000 | Disclosure of Information (OCT 2016) |
| 252.211-7008 | Use of Government-Assigned Serial Numbers (SEP 2010) |
| 252.219-7003 (DEVIATION) | Small Business Subcontracting Plan (DoD Contracts) (DEVIATION) (AUG 2016) |
| 252.219-7004 | Small business subcontracting plan (test program) (OCT 2014) |
| 252.224-7043 | Antiterrorism/Force Protection for Defense Contractors Outside the United States (JUN 2015) |
| 252.225-7994  | ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2015-O0013) (MAR 2015) |
| 252.225-7995 | CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009)(JAN 2015) |
| 252.229-7002 | Customs Exemptions (Germany) (JUN 1997) |
| 252.229-7003 | Tax Exemptions (Italy) (MAR 2012) |
| 252.239-7001 | Information Assurance Contractor Training and Certification (JAN 2008) |
| 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) |
| 252.245-7004 | Reporting, Reutilization, and Disposal (MAR 2015) |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) |
| 252.246-7000 | Material Inspection and Receiving Report (MAR 2008) |
| 252.246-7001 | Warranty of Data (MAR 2014) |
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**ACC-Orlando Unique clauses**

5152.247-5001 MARKING OF WARRANTED ITEMS (ACC-ORL) (JUN 2015)

 (a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129 (and changes thereto), Marking for Shipment and Storage, and MIL-STD-130, Identification Marking of U.S. Military Property, current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

 (b) Each item covered by a warranty shall have a written notice attached to or furnished with the warranted item, and marked with the following:

 (1) National stock number or manufacturer’s part number.

 (2) Serial number or other item identifier (if the warranty applies to uniquely identified items).

 (3) Contract number.

 (4) Indication that a warranty applies.

 (5) Manufacturer or entity (if other than the contractor) providing the warranty.

 (6) Date or time when the warranty expires.

 (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

(End of Clause)

5152.247-5004 PACKAGING AND MARKING OF REPORTS (ACC-ORL) (JUN 2015)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

(1) Name and business address of contractor.

(2) Contract Number/Delivery/Task order number.

(3) Contract/Delivery/Task order dollar amount.

(4) Whether the contract was competitively or non-competitively awarded.

 (5) Name of sponsoring individual.

 (6) Name and address of requiring activity.

(End of Clause)

5152.247-5006 PRESERVATION, PACKAGING, PACKING AND MARKING (ACC-ORL) (JUN 2015)

 (a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

 (b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

[**TBD at the individual task order level]**

 (c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

 (d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor’s facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor’s facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

(End of Clause)

5152.247-5007 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (ACC-ORL) (JUN 2015)

 (a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 (and changes thereto) and other applicable DoD regulations. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

 (b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

 (1) FMS Case Number.

 (2) Part Number (with CAGE Code).

 (3) For - the organization/address the material is shipped to.

 (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)

 (5) Project Code number.

 (6) Project Directive Line Item (PDLI) Number.

 (7) Requisition Serial Number (RSN).

 (8) Quantity.

 (9) From - the contractor’s address shipped from.

 (10) Ship to - the shipping address provided in the contract.

 (11) Transportation Priority

 (12) Required Delivery Date

 (c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

(End of Clause)

5152.247-5012 PACKAGING REQUIREMENTS FOR SHIPMENTS CONTAINING NON-MANUFACTURED WOOD PACKING MATERIALS (ACC-ORL) (JUN 2015)

 All non-manufactured, wooden pallets, reels, or containers shipped or used for shipment under this contract shall be heat treated and marked in accordance with the American Lumber Standards Committee, Incorporated Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations, both dated 30 May 2001.

(End of Clause)

5152.247-5013 PRESERVATION, PACKAGING, AND PACKING (ACC-ORL) (JUN 2015)

 (a) The contractor shall preserve, pack and package items procured for system stock, overseas destinations or ships at sea, in accordance with the MIL-STD-2073-1 Level A requirements delineated in the schedule or elsewhere in the contract or order. If specific requirements are not included in the contract or order, the contractor shall preserve and package in accordance with previously approved level A requirements, within the technical parameters contained in MIL-STD-2073-1. Preservation and packing materials shall be fire retardant/non-combustible as prescribed in the specific packaging requirements in the contract or order, and to the maximum extent practicable.

 (b) If the packaging materials specified in the contract or order are not fire retardant, and fire retardant varieties are included in commodity specifications for these materials, the contractor shall use fire retardant varieties. Fire retardant packaging materials are not required for items not used aboard ship. The use of plastic packaging materials is prohibited unless prescribed in specific packaging requirements in the contract or order, or unless required to adequately protect the item from damage

 (c) For items procured for installation/immediate use, the contractor shall preserve and package in accordance with the Level C requirements of MIL-STD-2073-1. Packing for shipment (i.e., shipping container) shall be in accordance with MIL-STD-2073-1, Level A, for overseas surface shipments that are not containerized and all deliveries to ships at sea; Level B for all remaining overseas shipments; Level C or domestic shipments of items consumed at first destination. Fire retardant materials are not required in packing (i.e., shipping container) operations. All units, intermediate and shipping containers, shall be marked in accordance with MIL-STD-129. The use of shredded paper, excelsior, polystyrene and other loose-fill materials as a cushion is prohibited in all packaging and packing operation

 (d) In accordance with 29 CFR, the contractor shall ensure that the following caution label is placed on all unit, intermediate and shipping containers for all items containing asbestos in a form that can be inhaled:

CAUTION

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM

 (e) All items containing asbestos in a form that can be inhaled shall be packaged in sealed, impermeable bags or other impermeable containers, as required by 29 CFR.

NOTE TO SUPPLIERS: If the supplies to be furnished on this document require the asbestos caution label described above, the contractor shall notify the contract administrator indicated in the schedule prior to shipment.

(End of Clause)

5152.211-5002 GOVERNMENT INSTALLATION WORK SCHEDULE (ACC-ORL) (JUN 2015)

 (a) The Holidays applicable to this contract are: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day.

 (b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor’s accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(End of Clause)

**H.1 INDIVIDUAL LOGISTICAL SUPPORT**

Logistical support is not guaranteed. Status accreditation under North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA) is approved either by the German or Italian Government, as appropriate, via the DoD Contractor Personnel Office (DOCPER) office. DOCPER is responsible for assisting contractors to receive status under NATO SOFA once award is made. The US Government does not guarantee the approval of status for any individual employees or offerors. It is the responsibility of the contractor to be knowledgeable of and submit the required documentation to obtain approvals for logistical support. Information on Status accreditation for Italy and Germany is located at the DOCPER website, found at: http://www.eur.army.mil/g1/content/CPD/docper.html.

Additionally, Army in Europe Regulation (AER) 600-700, Identification Cards and Individual Logistic Support (ILS), provides policy and procedures for issuing military ID cards and implementing ILS privileges. AER 600-700 can be found at: https://aepubs.army.mil/ae/public/publications-list.aspx?Pub=AE%20REG.

Please note that Italy and Germany have two different agreements; therefore, it is not guaranteed that individuals approved for work in one country will be approved to work in the other. Where SOFA status is granted, individual logistic support will be provided in accordance with applicable regulations, policies and procedures, and is subject to change. The level of logistical support at each location may vary according to international agreements and local requirements. Refer to the DOCPER website for details.

This clause does not grant any type of direct monetary benefit or compensation (similar to what Government civilian employees receive under the Department of State Standardization Regulations) to the contractor or the contractor's employees directly. All compensation from the Government to the contractor under this contract shall be included in the contact line item prices proposed by the contractor and accepted by the Government.

**H.3 EFFORTS TO BE PERFORMED IN COUNTRIES OTHER THAN THE UNITED STATES**

As part of proposal preparation for award, the Contractor researched and considered all costs of doing business when pricing the services to be performed outside the United States. No pre or post-award price adjustments for services being performed outside the United States will be considered.

Further, the contractor shall comply with all SOFA’s for performance in foreign countries (such as those with support in foreign countries or Foreign Military Sales).

All clearance information pertaining to efforts performed outside the United States is available online via the DoD Foreign Clearance Guide located at: <https://www.FCG.PENTAGON.mil>.

The DoD Foreign Clearance Guide (FCG) provides necessary information for aircraft international mission planning and execution, personnel travel to foreign countries, as well as general information on foreign locations.

The DoD FCG is directive in nature for all DoD and DoD-sponsored travel abroad, travelers must ensure they comply with this guide.

5152.209-5003 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (ACC-ORL) (JUN 2015)

 (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

 (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

 (1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [TBD at individual Task Order]. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

 (2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

 (c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

 (d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

 (1) “System” includes system, major component, subassembly or subsystem, project, or item.

 (2) “Non-developmental items” as defined in FAR 2.101.

 (3) “Systems Engineering” (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

 (4) “Technical direction” (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

 (5) “Advisory and Assistance Services” (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

 (6) “Consultant services” as defined in FAR 31.205-33(a).

 (7) “Contractor”, for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

 (8) “Affiliates,” means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

 (9) “Interest” means organizational or financial interest.

 (10) “Weapons system supplier” means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

 (e) Contracting restrictions.

 [ X ] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [2 years] after the date of completion of the contract. (FAR 9.505-1(a))

 [ X ] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [2 years] after the terms of this contract. (FAR 9.505-2(a)(1))

 [ X ] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless-

(i) It is the sole source;

(ii) It has participated in the development and design work; or

(iii) More than one contractor has been involved in preparation of the work statement.

The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 2 years after the terms of this contract. (FAR 9.505-2(a)(1))

 [ X ] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government’s interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government’s interests. (FAR 9.505-3)

 [ X ] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

 [ X ] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 2 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

 [ ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

 (f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

 (g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

 (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

 (2) a description of the work to be performed;

 (3) the dollar amount;

 (4) the period of performance; and

 (5) a description of the contractor’s internal controls and planned actions, to avoid any potential organizational conflict of interest.

(End of Clause)

5152.227-5005 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (ACC-ORL) (JUN 2015)

 (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

 (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

 (c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

 (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

 (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

(End of Clause)

5152.228-5001 LIABILITY INSURANCE (ACC-ORL) (JUN 2015)

 The following types of insurance are required in accordance with the clause entitled, 52.228-5, Insurance--Work on a Government Installation and shall be maintained in the minimum amounts shown:

 (a) Comprehensive General Liability: $200,000 per person and $500,000 per accident for bodily injury.

 (b) Automobile Insurance: $200,000 per person and $500,000 per accident for bodily injury and $500,000 per accident for property damage.

 (c) Standard Workman’s Compensation and Employer’s Liability Insurance (or, where maritime employment is involved, Longshoremen’s and Harbor Worker’s Compensation Insurance) in the minimum amount of $100,000.

 (d) Aircraft public and passenger liability: $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability; $200,000 per occurrence for property damage. Passenger bodily injury liability limits of $200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

(End of Clause)