

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER MMA-PR5105-20120169

PAGE OF 1 12

2. CONTRACT NO. DTMA-95-C-2012-0011

3. AWARD EFFECTIVE DATE 08/31/2012

4. ORDER NUMBER

5. SOLICITATION NUMBER MMA-PR5105-20120169

6. SOLICITATION ISSUE DATE 08/13/2012

7. FOR SOLICITATION INFORMATION CALL: Jeannie Glienna

8. TELEPHONE NUMBER 516-726-6183

9. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE 00095

U.S. Merchant Marine Academy
Division of Procurement
USMMA-5206
300 Steamboat Road
Kings Point NY 11024-1699

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100.00 % FOR
SMALL BUSINESS
WOMEN-OWNED SMALL BUSINESS
HUBZONE SMALL BUSINESS
(VOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
NAICS: 333315
SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)

13b. RATING

13. DELIVER TO CODE 00095

U.S Merchant Marine Academy
U.S. DOT/Maritime Administration
300 Steamboat Road
Kings Point NY 11024-1699

16. ADMINISTERED BY
U.S. Merchant Marine Academy
Division of Procurement
USMMA-5206
300 Steamboat Road
Kings Point NY 11024-1699

17a. CONTRACTOR/OFFEROR CODE 112189076

FACILITY CODE

DISPLAY SOLUTIONS, INC.
Attn: Richard Silverman, Govt Bus. POC
43 Broad Street
Ste A404
Hudson MA 01749-2556

18a. PAYMENT WILL BE MADE BY CODE AMZ-160 (FEDEX)

MARAD A/P INVOICES
6500 SOUTH MACARTHUR BLVD
OKLAHOMA CITY OK 73169

TELEPHONE NO 978-764-3180

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

Table with 4 columns: 19. ITEM NO., 20. SCHEDULE OF SUPPLIES/SERVICES, 21. QUANTITY, 22. UNIT, 23. UNIT PRICE, 24. AMOUNT. Row 1: 0001, Digital Light Projectors for Bridge Simulator, 356,499.99.

25. ACCOUNTING AND APPROPRIATION DATA
70121750MA 2012 11NF000002 0000530100 31050 61006600

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$356,499.99

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: REF. FEDBID: 37962201 OFFER
DATED 08/28/2012 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>USMMA PROCUREMENT DEPARTMENT P.O.C.: Jeannie Glienna, Procurement Technician Telephone: (516) 726-6183 Email: gliennaj@usmma.edu</p> <p>FOR PAYMENT INQUIRIES/STATUS P.O.C.: Telephone: (405) 954-1219 Email: maradinvoices@faa.gov</p> <p>MARKVIEW INVOICES P.O.C. (INTEROFFICE DATA ONLY): Marilyn Hetsel Telephone: (516) 726-5808 Email: hetselm@usmma.edu</p> <p>The total amount of award: \$356,499.99. The obligation for this award is shown in box 26.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
	42b. RECEIVED AT (<i>Location</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**DIGITAL LIGHT PROJECTORS
AT THE
U.S. MERCHANT MARINE ACADEMY
STATEMENT OF WORK**

SECTION 1 – INTRODUCTION

1.1 This Requirements Statement describes the Digital Light Projectors (DLPs) to be provided to the U.S. Merchant Marine Academy (USMMA), Kings Point, New York (hereafter referred to as the *Academy* or the *Government*).

SECTION 2 – PURPOSE

2.1 The primary purpose of this acquisition is to replace the existing hardware and associated software for projecting the 300 degree simulation scenarios produced by the Academy's existing Kongsberg Visual Bridge Simulator System.

SECTION 3 – SCOPE

3.1 This Requirements Statement contains the requirements for:

- Eleven (11) DLPs with associated soft-edge hardware and software (hereinafter referred to as the *DLP System*);
- Complete installation, set-up, calibration, and (initial)operational testing of the DLP System;
- Deliverables;
- Terms of Delivery; and
- Contract Price and Payment Schedule

SECTION 4 – DIGITAL LIGHT PROJECTORS AND RELATED ITEMS

4.1 Kongsberg and Transas Compatibility

The DLP System shall be compatible with full mission bridge simulator systems available from Kongsberg Maritime and Transas Marine, USA.

In addition, the DLP System shall be compatible with the Academy's current Kongsberg full mission bridge simulator, which features eleven (11) display channels.

For the purpose of this Requirements Statement, "*compatible*" shall be construed to mean that neither the full mission bridge simulator nor the DLP system shall require any hardware modification, software modification, or any software "add-on" or "add-in" to provide the full capabilities of the simulator.

4.2 DLP Specifications

Each DLP shall meet or exceed the following minimum specifications:

1. Single chip DLP
2. 2560 x 1600 native projector resolution (compatible with 1400 x 1050, 1920 x 1080 and 1920 x 1200 resolution video formats)
3. Projector contrast 8000:1 (On/Off w/high contrast lens)
4. Dual link DVI video input
5. Ultra-wide angle high resolution zoom lens with 0.8 - 1.2:1 throw ratio
6. 2900 lumens brightness
7. RGB color wheel
8. 1500 hour lamp life
9. Internal RGB video matrixing capability for exact color match between multiple projectors
10. 5 year warranty
11. Mechanical baffles for improved night scene viewing
12. All hardware necessary for mounting and stabilizing each projector to meet the physical requirements and existing configuration at USMMA
13. Power cables and connectors compatible with the existing configuration at USMMA and to meet all national and local electrical codes.

4.3 Soft-Edge Specifications

4.3.1 Required: Soft-edge technology (i.e., hardware and software) shall be provided either: [1] *Acceptable Method* - integrated within the DLP chassis, or [2] *Preferred Method* - hosted by separate processors (not using any existing computer hardware at USMMA) that allows for manual editing, residing in a rack, and connected to the DLP by appropriate shielded cable. If [2] is offered, then the vendor shall also provide: (a) the rack, and related hardware, and all data cabling, and (b) all power cabling and connectors compatible with the existing configuration at the Academy to meet all national and local electrical codes.

4.3.2 Required: The hardware and software for adding the DLP System to the Academy's Local Area Network (LAN), permitting control of the DLP System from remote locations. Remote control technology (i.e., hardware and software) shall be provided either: [1] integrated within the DLP chassis, or [2] hosted by separate processors, residing in a rack, and connected to the DLP and the Academy LAN by appropriate shielded cable. If [2] is offered, then the vendor shall also provide: (a) the rack, and related hardware, and all data cabling, and (b) all power cabling and connectors compatible with the existing configuration at the Academy to meet all national and local electrical codes.

SECTION 5. DELIVERY, INSTALLATION, SET-UP, AND CALIBRATION

5.1 General

The vendor shall ship/deliver, unpack/uncrate, inventory, install, set-up, and calibrate all equipment, hardware, and software at vendor's cost and with vendor's labor. These activities shall be performed in accordance with all applicable labor laws and regulations, must meet all occupational safety and health regulations, and all work must be judged by the Academy to meet the standards of good workmanship.

All shipping and packing materials must be collected and properly disposed by the vendor.

At the completion of all work, the DLP System shall operate on all eleven (11) channels of the Kongsberg Maritime full mission simulator now in use at the Academy.

Work shall take place on weekdays between 0800 hours and 1600 hours daily. Work should be completed on site in period lasting no more than 10 consecutive business days.

SECTION 6. TRAINING

6.1 General – The vendor is required to provide basic training on operation, lamp changes, and software alignment.

SECTION 7. DOCUMENTATION

7.1 General – Pre-installation a CAD drawing showing that the projectors and lenses used as well as their location will provide an acceptable image. Post-installation will require a CAD drawing of the actual layout of the projectors. CAD Drawings will become property of USMMA.

7.2 One (1) complete set of operational documentation shall be supplied for each instructional module in electronic form. The documentation shall be in Adobe Acrobat (pdf) format.

SECTION 8. INVOICING

8.1 General – Upon the completion of installation and acceptance by the Government, Contractor will invoice per Invoicing Instructions sent with distribution of Award to ESC Payment Office in Oklahoma City, Oklahoma. The Government has 30 days from date of invoice to remit payment.

COMMERCIAL CLAUSES

1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

www.dot.gov/ost/m60/tamar/tar.htm

2 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS JUN 2010

3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS– COMMERCIAL ITEMS AUG 2011

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

____ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

[Contracting Officer shall check as appropriate.]

- _____ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
- _____ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).
- _____ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- _____ (10) [Reserved]
- X (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
 - _____ (ii) Alternate I (Oct 1995) of 52.219-6.
 - _____ (iii) Alternate II (Mar 2004) of 52.219-6
- _____ (10) [Reserved]
- _____ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - _____ (ii) Alternate I (Oct 1995) of 52.219-7.
 - _____ (iii) Alternate II (Mar 2004) of 52.219-7.
- _____ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- _____ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
 - _____ (ii) Alternate I (Oct 2001) of 52.219-9.
 - _____ (iii) Alternate II (Oct 2001) of 52.219-9.
 - _____ (iv) Alternate III (July 2010) of 52.219-9.
- _____ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- _____ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- _____ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - _____ (ii) Alternate I (June 2003) of 52.219-23.
- _____ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- _____ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

[Contracting Officer shall check as appropriate.]

- _____ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- _____ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- X (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- X (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- X (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _____ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- X (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _____ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- _____ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- _____ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- X (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- _____ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).
- _____ (ii) Alternate I (Jan 2004) of 52.225-3.
- _____ (iii) Alternate II (Jan 2004) of 52.225-3.
- X (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[Contracting Officer shall check as appropriate.]

- X (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _____ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

- _____ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- _____ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _____ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- _____ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- _____ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- _____ (48) 52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION X 2012-00014) (August 2012).
- _____ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- _____ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- _____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

- _____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- _____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- _____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- _____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- _____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- _____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Alternate I (Feb 2000). As prescribed in [12.301](#)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II (Dec 2010). As prescribed in [12.301](#)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

- (i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110–252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

- (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (E) 52.222-35, Equal Opportunity for Veterans (Sept 2010) (38 U.S.C. 4212).
- (F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- (L) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.