ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 13

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 04/26/2012	2. CONTRACT NO. (If any):
3. ORDER NO.: DTMA-95-P-2012-0152	4. REQUISITION/REFERENCE NO.: MMA-PR5400-20120063

5. ISSUING OFFICE (Address correspondence to):
U.S.Merchant Marine Academy
Division of Procurement
USMMA-5206
300 Steamboat Road
Kings Point NY 11024-1699

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S Merchant Marine Academy
b. STREET ADDRESS: U.S. DOT/Maritime Administration
300 Steamboat Road
c. CITY: Kings Point | d. STATE: NY | e. ZIP CODE: 11024-1699

7. TO: Mindy Younger, Govt Business POC
a. NAME OF CONTRACTOR: A PROMOS USA INC
b. COMPANY NAME:
c. STREET ADDRESS: 69 Hampton Place
d. CITY: Freeport | e. STATE: NY | f. ZIP CODE: 11520-5824

f. SHIP VIA:

8. TYPE OF ORDER
[X] a. PURCHASE — REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[ ] b. DELIVERY — Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: Office of Academic Dean

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[X] a. SMALL [ ] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED [ ] e. HUBZone
[ ] f. SERVICE-DISABLED VETERAN-OWNED [ ] g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM [ ] h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination		06/01/2012	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS# 556410525 CONTACT: CARMEN I. FELIZ, CONTRACT SPECIALIST INVOICE INQUIRIES: EMAIL: MARADINVOICES@FAA.GOV TEL: 405-954-1219 Continued ...					

18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO.

17(h) TOTAL (Cont. pages): $5,203.00

21. MAIL INVOICE TO:

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME: USMMA A/P BRANCH

b. STREET ADDRESS (or P.O. Box): AMZ-160
P.O. Box 25710

c. CITY: Oklahoma City | d. STATE: OK | e. ZIP CODE: 73125

17(i) GRAND TOTAL: $5,203.00

22. UNITED STATES OF AMERICA BY (Signature):

23. NAME (Typed): Bruce Markman
TITLE: CONTRACTING/ORDERING OFFICER

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $ ___________. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/26/2012		DTMA-95-P-2012-0152

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	INVOICE APPROVALS: GEOFF BOGER Admin Office: U.S.Merchant Marine Academy Division of Procurement USMMA-5206 300 Steamboat Road Kings Point NY 11024-1699 Accounting Info: 70121750MA-2012-1MSP000006-0000540000-26860-61006600					
0001	100% cotton tee shirt, forest green, size S Imprinted on left chest will be "USMMA" in white 11/16" letters. Below that will be the USMMA seal in 2-1/2" diameter. Below that will be "KINGS POINT" in 1/2" letters. Below that will be "1st COMPANY" in 1/2" letters.	14	EA	4.70	65.80	
0002	Cotton tee shirt, forest green, size M Same design as previous size	60	EA	4.70	282.00	
0003	Cotton tee shirt, forest green, size L Same design as previous size	60	EA	4.70	282.00	
0004	Cotton tee shirt, forest green, size XL Same design as previous size	16	EA	4.70	75.20	
0005	100% cotton tee shirt, Royal Blue, size S. Imprinted on left chest will be "USMMA" in white 11/16" letters. Below that will be the USMMA seal in 2-1/2" diameter. Below that will be "KINGS POINT" in 1/2" letters. Below that will be "2nd COMPANY" in 1/2" letters.	14	EA	4.70	65.80	
0006	Cotton tee shirt, royal blue, size M Same design as previous size.	60	EA	4.70	282.00	
0007	Cotton tee shirt, royal blue, size L Continued ...	60	EA	4.70	282.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $1,334.80

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/26/2012		DTMA-95-P-2012-0152

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Same design as previous size					
0008	Cotton tee shirt, royal blue, size XL Same design as previous size	16	EA	4.70	75.20	
0009	100% cotton tee shirt, Navy Blue, size S. Imprinted onleft chest will be "USMMA" in white 11/16" letters. Below that will be the USMMA seal in a 2-1/2" diameter. Below that will be "KINGS POINT" in 1/2" letters. Below that will be "3rd COMPANY" in 1/2" letters.	14	EA	4.70	65.80	
0010	Cotton tee shirt, navy blue, size M Same design as previous size.	60	EA	4.70	282.00	
0011	Cotton tee shirt, navy blue, size L Same design as previous size.	60	EA	4.70	282.00	
0012	Cotton tee shirt, navy blue, size XL Same design as previous size.	16	EA	4.70	75.20	
0013	100% cotton tee shirt, Maroon, size S Imprinted on left chest will be "USMMA" in white 11/16" letters. Below that will be the USMMA seal in a 2-1/2" diameter. Below that will be "KINGS POINT" in 1/2" letters. Below that will be "4th COMPANY" in 1/2" letters.	14	EA	4.70	65.80	
0014	Cotton tee shirt, maroon, size M Same design as previous size.	60	EA	4.70	282.00	
0015	Cotton tee shirt, maroon, size L Same design as previous size.	60	EA	4.70	282.00	
0016	Cotton tee shirt, maroon, size XL Continued ...	16	EA	4.70	75.20	

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/26/2012		DTMA-95-P-2012-0152

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Same design as previous size.					
0017	100% cotton tee shirt, black, size S Imprinted on left chest will be "USMMA" in white 11/16" letters. Below that will be the USMMA seal in a 2-1/2" diameter. Below that will be "KINGS POINT" in 1/2" letters. Below that will be "BAND COMPANY" in 1/2" letters.	8	EA	4.70	37.60	
0018	Cotton tee shirt, black, size M Same design as previous size.	30	EA	4.70	141.00	
0019	Cotton tee shirt, black, size L Same design as previous size.	32	EA	4.70	150.40	
0020	Cotton tee shirt, black, size XL Same design as previous size.	10	EA	4.70	47.00	
0021	100% cotton tee shirt, cherry red, size S Imprinted on the left chest will be "USMMA" in white 11/16" letters. Below that will be the USMMA seal in 2-1/2" diameter. Below that will be "KINGS POINT" in 1/2" letters. Imprinted on the right chest will be "OFFICER" in white 1/2" letters.	10	EA	5.45	54.50	
0022	Cotton tee shirt, cherry red, size M Same design as previous size.	38	EA	5.45	207.10	
0023	Cotton tee shirt, cherry red, size L Same design as previous size.	40	EA	5.45	218.00	
0024	Cotton tee shirt, cherry red, size XL Same design as previous size.	12	EA	5.45	65.40	
0025	100% cotton tee shirt, orange, size S. Continued ...	15	EA	5.45	81.75	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $1,002.75

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/26/2012		DTMA-95-P-2012-0152

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Imprinted on the left chest will be "USMMA" in white 11/16" letters. Below that will be the USMMA seal in 2-1/2" diameter. Below that will be "KINGS POINT" in 1/2' letters. Imprinted on the right chest will be "WATERFRONT" in white 1/2" letters.					
0026	Cotton tee shirt, orange, size M. Same design as previous size.	25	EA	5.45	136.25	
0027	Cotton tee shirt, orange, size L. Same design as previous size.	25	EA	5.45	136.25	
0028	Cotton tee shirt, orange, size XL. Same design as previous size.	15	EA	5.45	81.75	
0029	100% cotton tee shirt, gold, size S. Imprinted on the left chest will be "USMMA" in white 11/16" letters. Below that will be the USMMA seal in a 2-1/2" diameter. Below that will be "KINGS POINT" in 1/2" letters. Imprinted on the right chest will be "DRILL INSTRUCTOR" in white 1/2" letters.	12	EA	5.45	65.40	
0030	Cotton tee shirt, gold, size M. Same design as previous size.	46	EA	5.45	250.70	
0031	Cotton tee shirt, gold, size L. Same design as previous size.	48	EA	5.45	261.60	
0032	Cotton tee shirt, gold, size XL. Same design as previous size.	14	EA	5.45	76.30	
0033	100% cotton tee shirt, white, size S. Imprinted on the left chest will be "USMMA" in blue 11/16" letters. Below that will be the USMMA seal in a 2-1/2" diameter. Below Continued ...	10	EA	6.20	62.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $1,070.25

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/26/2012		DTMA-95-P-2012-0152

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	that will be "KINGS POINT" in 1/2" letters. Imprinted on the right chest will be "EMT" in blue 1/2" letters. Imprinted on a back will be "EMT" in blue 5" letters.					
0034	Cotton tee shirt, white, size M. Same design as previous size	24	EA	6.20	148.80	
0035	Cotton tee shirt, white, size L. Same design as previous size	18	EA	6.20	111.60	
0036	Cotton tee shirt, white, size XL. Same design as previous size	8	EA	6.20	49.60	
	The total amount of award: $5,203.00. The obligation for this award is shown in box 17(i).					

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.]

_____ (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).

_____ (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).

_____ (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]

_____ (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).

_____ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_____ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_____ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

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

_____ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

_____ (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.)

_____ (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.

_____ (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.

_____ (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) 52.239-1, 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.