

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE: 01/07/2013
 4. ORDER NUMBER: DTMA-95-P-2013-0033
 5. SOLICITATION NUMBER _____ 6. SOLICITATION ISSUE DATE _____

7. **FOR SOLICITATION INFORMATION CALL:** a. NAME: Deborah Porter
 b. TELEPHONE NUMBER (No collect calls): (516) 726-6137
 8. OFFER DUE DATE/LOCAL TIME _____

9. ISSUED BY: U.S. Merchant Marine Academy
 Division of Procurement
 USMMA-5206
 300 Steamboat Road
 Kings Point NY 11024-1699
 CODE: 00095

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: % FOR: _____
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
 8(A)
 NAICS: 611310
 SIZE STANDARD: \$7.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS _____
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING _____
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: U.S. Merchant Marine Academy
 U.S. DOT/Maritime Administration
 300 Steamboat Road
 Kings Point NY 11024-1699
 CODE: 00095

16. ADMINISTERED BY: U.S. Merchant Marine Academy
 Division of Procurement
 USMMA-5206
 300 Steamboat Road
 Kings Point NY 11024-1699
 CODE: 00095

17a. CONTRACTOR/OFFEROR: MERCOGLIANO, DR SALVATORE (DBA; Dr. Salvatore)
 Attn: Sal Mercogliano
 6718 Christian Light Road
 Fuquay Varina NC 27526-6131
 CODE: 961671877
 FACILITY CODE: _____
 TELEPHONE NO.: 919-577-6350

18a. PAYMENT WILL BE MADE BY: MARAD A/P INVOICES
 P.O. BOX 25710
 OKLAHOMA CITY OK 73125
 CODE: AMZ-160 (US. MAI)

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	ADJUNCT PROFESSOR- Period of Performance: 01/07/2013 to 04/26/2013 STATEMENT OF WORK 1. The Contractor Salvatore Mercogliano shall deliver instructional services as an independent contractor to the Department of Engineering at the United States Merchant Marine Academy ("the Academy"). These services shall encompass the <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				8,000.00

25. ACCOUNTING AND APPROPRIATION DATA: 70X1750GDP-2013-4GRADP0001-0000530200-25215-61006600
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$8,000.00

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. _____ OFFER DATED _____ 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): *M. S. Diah*
 30b. NAME AND TITLE OF SIGNER (Type or print): _____
 30c. DATE SIGNED: _____
 31b. NAME OF CONTRACTING OFFICER (Type or print): Maxmillian Diah
 31c. DATE SIGNED: 12/06/2012

18 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	<p>instruction of graduate students enrolled in the Master's Marine Engineering (MMarE) program in the following course(s):</p> <p>EM 670 Marine Industry Policy</p> <p>2. The Contractor certifies that he/she possesses the requisite qualifications to deliver instructional services in Marine Industry Policy .The Contractor shall deliver the services solely during the period commencing on 07 January 2013 and terminating on 26 April 2013. Continuation of these services beyond the termination date is prohibited. This contract does not signify or guarantee that future contracts will be awarded to the Contractor for the delivery of similar services.</p> <p>4. In the performance of the work, the contractor shall observe the standards published for the Academy Master of Marine Engineering program, any appropriate MMarE Program Director and/or Dean's Memorandums & Instructions and when appropriate, shall examine the students and submit grades in conformity with such standards including the completion of D/F forms for final grades of D+, D, and F. The Contractor shall submit a full record of all grades at the end of the term. The Contractor is responsible for his/her own course</p> <p>Continued ...</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
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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
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (YY/MM/DD)
		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

MERCOGLIANO, DR SALVATORE (DBA; Dr. Salvatore Mercogliano)

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>planning consistent with course accreditation.</p> <p>The Contractor is also responsible for re-scheduling any class sessions that the Contractor cancels, unless other arrangements are made with the approval of the Director of the Graduate Program.</p> <p>The Contractor shall agree to be bound by the terms and conditions of Superintendent's Instruction 2205-20, Computer Network Use Agreement. The contractor shall personally submit mid-term and final term grades using the Academy's electronic web-enabled system. This task/requirement shall not be delegated to any other person, and any other form of grade submission is deemed unacceptable.</p> <p>5. The MMarE Program Director shall be the Contracting Officer's Technical Representative (COTR) and shall be responsible for the technical aspects of the contract. Any questions concerning the academic requirements of the contract should be referred to the COTR.</p> <p>6. The contractor shall teach the course using a combination of synchronous and asynchronous delivery methods and be responsible to respond to e-mail correspondence from the students registered for the course. The contractor may utilize such instructional aids, electronic and paper copier facilities of the Academy as necessary to reproduce notes, etc. The contractor shall make all preparations for services to be rendered on his own premises and with his own equipment.</p> <p>7. Synchronous sessions shall be conducted on a weekly basis during the period from January 7, 2013- April 26, 2013. It shall be the contractor's responsibility to schedule a makeup session at a time mutually agreed to with the Program Director for any regularly scheduled session that is cancelled.</p> <p>8. The Contractor shall not work as an employee nor serve as an agency representative or liaison</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
MERCOGLIANO, DR SALVATORE (DBA; Dr. Salvatore Mercogliano)

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>of the Academy or Maritime Administration in connection with the official business with other organizations, firms or persons. The Contractor shall not be required to attend departmental meetings but may do so to the extent that said meetings involve issues pertinent to the class(es) they are teaching. The Contractor shall not be involved in other faculty or Academy functions.</p> <p>9. The Contractor will be paid a total sum of \$8,000.00 for the services being delivered under the contract. The sum shall be paid in two payments. The first payment shall be made upon completion of 50% of the work and submittal of a proper invoice. The second and final payment shall be made after submission of final grades and if necessary the student assessment for students receiving grades of C-, D+, D or F and submission of a final and proper invoice by the Contractor. The Contractor is responsible for paying all applicable federal and state taxes for any compensation received from the Academy. The Contractor is not entitled to reimbursement from the Academy for travel and/or business expenses.</p> <p>10. The performance of services provided under this contract may be terminated in whole or in part for the Academy's convenience by written notice from the Contracting Officer. If notice of termination is provided before the date performance begins, then the Government shall be liable only for the payment of a \$0 cancellation fee for each course cancelled. If the contract is terminated after performance begins, per paragraph (1) Termination for Convenience of FAR clause 52-212-4, Contract Terms and Conditions - Commercial Items, the Academy shall be liable only for payment for services rendered before the effective date of termination and such payment will be pro-rated based on the number of class sessions taught prior to termination with relevance to the total number of class sessions scheduled to have been taught.</p> <p>11. The Academy may terminate this contract for cause Termination for Cause, of FAR clause Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
MERCOGLIANO, DR SALVATORE (DBA; Dr. Salvatore Mercogliano)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>52-212-4, in the event of any default by the contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Academy, upon request, with adequate assurances of future performance. In the event of termination for cause, the Academy shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Academy for any and all rights and remedies provided by law. If it is determined that the Academy improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.</p> <p>DUNS: 961671877 DBA: Dr. Salvatore Mercogliano REMIT TO: SAME AS ABOVE CONTACT: DEBORAH PORTER, CONTRACT SPECIALIST 516-726-6137 INVOICE INQUIRIES: TAMMY CURNETT 405-954-9063 MARKVIEW INVOICES: CAPT. WILLIAM SEMBLER</p> <p>The total amount of award: \$8,000.00. The obligation for this award is shown in box 26.</p>				

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).
- _____ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _____ (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.
- X _____ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- _____ (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.]
- _____ (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) 52.232-18, Availability of Funds (Apr 1984) (31 U.S.C. 1553).
- _____ (44) 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)).
- _____ (45) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X _____ (46) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- _____ (47) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- _____ (48) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- _____ (49) 52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION X 2012-00014) (August 2012).
- _____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- _____ (51) (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.