

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
 PRSBRF09030
 PAGE 1 OF 12

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 09/17/2009 4. ORDER NUMBER DTMA4P09051 5. SOLICITATION NUMBER DTMA4Q09011 6. SOLICITATION ISSUE DATE 09/08/2009

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Debra Velmere b. TELEPHONE NUMBER (No collect calls) (415) 744-4140 ext. 8. OFFER DUE DATE/ LOCAL TIME 09/16/2009 5:00 pm

9. ISSUED BY DOT/Maritime Administration, DPO Acquisition
 201 Mission Street, Suite 1800
 San Francisco, CA 94105-1905
 TEL: (415) 744-2924 ext.
 FAX: (415) 744-2576 ext.
 CODE 00094
 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 100.00% FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS 8(A)
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 NAICS: 423840
 SIZE STANDARD: 51-100

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 Suisun Bay Reserve Fleet, Maritime Administration
 2595 Lake Herman Road (FOG)
 Benicia, CA 94510
 Attn: Joe Pecoraro
 CODE 47094
 16. ADMINISTERED BY DOT/Maritime Administration, DPO
 201 Mission Street, Suite 1800
 San Francisco, CA 94105
 CODE 00094

17a. CONTRACTOR/OFFEROR Revel Environmental Manufacturing, Inc
 960 Detroit Ave Ste B
 Concord, CA 94518-2529
 TELEPHONE NO. (925) 676-4736 ext.
 CODE * FACILITY CODE
 18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
 MARAD A/P Branch, AMZ-150; PO Box 25710
 Oklahoma City, OK 73125
 CODE

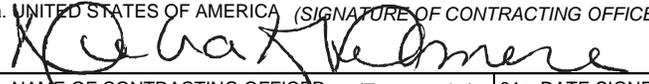
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA - 2009 - 70X - 4303COR - 7 - NDRF - 78 - MIS - 0000 - - 41000 - - - 25433 - 6100 - 6600 -
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 20,400.00

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 HEREIN.
 29. AWARD OF CONTRACT: REF. Quote 4488 OFFER
 DATED 09/14/2009. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 1-4

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

 30b. NAME AND TITLE OF SIGNER (Type or print) Debra K. Velmere
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (Type or print) Debra K. Velmere
 31c. DATE SIGNED 09/17/2009

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT <i>(Location)</i>
	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

Line Item Summary	Document Number DTMA4P09051	Title Weighted Wattles	Page 3 of 12
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Total Funding: \$20,400.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	70X	4303COR	7	NDRF	78	MIS	0000		41000		
Division	Closed FYs		Cancelled Fund								
25433	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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Wattles PRSBRF09030
RFQ delivery term was 2 weeks after award. The government will accept partial deliveries as soon as possible but no later than 15 Oct 09 total shall be delivered.

0001	Wattles length 2	10/15/2009	100.00	FT	\$12.000	\$ 1,200.00
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Provide sediment control wattles designed to act as a barrier to trap sediment and debris washed away by stormwater runoff.

Wattles are to be:

- " Weighted in some way so they will require little or no securing against runoff flow.
- " Composed of a dense media that can allow sediment and debris to be trapped inside without passing them through, such as fine, compacted gravel or compacted crushed walnut shells. Straw-like material will not be acceptable.
- " Not overly absorbent that they cannot continue to filter water through the life of the product.
- " Permeable, with a durable, sock-like casing.
- " Flexible so they can be bent into a U-shape or circle with an approx 12" - 16" radius.
- " UV-resistant.
- " Long lasting, with an expected life of 12 to 18 months before deteriorating.
- " Cleanable and reusable within its expected life.

Wattles are required in the following quantities and configurations:

- 100 Ea. 2 foot long x 4 inch diameter
- 100 Ea. 4 foot long x 4 inch diameter
- 300 Ea. 6 foot long x 4 inch diameter
- 100 Ea. 10 foot long x 4 inch diameter

Vendor shall provide one (1) sample and literature describing the construction and performance of the product being offered for inspection by the customer of the 2 foot x 4 inch size prior to acceptance and award.

Ref Req No: PRSBRF09030

Line Item Summary	Document Number DTMA4P09051	Title Weighted Wattles	Page 4 of 12
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Total Funding: \$20,400.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	70X	4303COR	7	NDRF	78	MIS	0000		41000		
Division	Closed FYs		Cancelled Fund								
25433	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0002	Wattles length 4	10/15/2009	100.00	EA	\$24.000	\$ 2,400.00
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Provide sediment control wattles designed to act as a barrier to trap sediment and debris washed away by stormwater runoff.

Wattles are to be:

- " Weighted in some way so they will require little or no securing against runoff flow.
- " Composed of a dense media that can allow sediment and debris to be trapped inside without passing them through, such as fine, compacted gravel or compacted crushed walnut shells. Straw-like material will not be acceptable.
- " Not overly absorbent that they cannot continue to filter water through the life of the product.
- " Permeable, with a durable, sock-like casing.
- " Flexible so they can be bent into a U-shape or circle with an approx 12" - 16" radius.
- " UV-resistant.
- " Long lasting, with an expected life of 12 to 18 months before deteriorating.
- " Cleanable and reusable within its expected life.

Wattles are required in the following quantities and configurations:

- 100 Ea. 2 foot long x 4 inch diameter
- 100 Ea. 4 foot long x 4 inch diameter
- 300 Ea. 6 foot long x 4 inch diameter
- 100 Ea. 10 foot long x 4 inch diameter

Vendor shall provide one (1) sample and literature describing the construction and performance of the product being offered for inspection by the customer of the 2 foot x 4 inch size prior to acceptance and award.

Ref Req No: PRSBRF09030

Line Item Summary	Document Number DTMA4P09051	Title Weighted Wattles	Page 5 of 12
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Total Funding: \$20,400.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	70X	4303COR	7	NDRF	78	MIS	0000		41000		
Division	Closed FYs		Cancelled Fund								
25433	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0003	Wattles length-6	10/15/2009	300.00		\$36.000	\$ 10,800.00
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Provide sediment control wattles designed to act as a barrier to trap sediment and debris washed away by stormwater runoff.

Wattles are to be:

- " Weighted in some way so they will require little or no securing against runoff flow.
- " Composed of a dense media that can allow sediment and debris to be trapped inside without passing them through, such as fine, compacted gravel or compacted crushed walnut shells. Straw-like material will not be acceptable.
- " Not overly absorbent that they cannot continue to filter water through the life of the product.
- " Permeable, with a durable, sock-like casing.
- " Flexible so they can be bent into a U-shape or circle with an approx 12" - 16" radius.
- " UV-resistant.
- " Long lasting, with an expected life of 12 to 18 months before deteriorating.
- " Cleanable and reusable within its expected life.

Wattles are required in the following quantities and configurations:

- 100 Ea. 2 foot long x 4 inch diameter
- 100 Ea. 4 foot long x 4 inch diameter
- 300 Ea. 6 foot long x 4 inch diameter
- 100 Ea. 10 foot long x 4 inch diameter

Vendor shall provide one (1) sample and literature describing the construction and performance of the product being offered for inspection by the customer of the 2 foot x 4 inch size prior to acceptance and award.

Ref Req No: PRSBRF09030

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Total Funding: \$20,400.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	70X	4303COR	7	NDRF	78	MIS	0000		41000		
Division	Closed FYs		Cancelled Fund								
25433	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0004	Wattles length 10	10/15/2009	100.00		\$60.000	\$ 6,000.00
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Provide sediment control wattles designed to act as a barrier to trap sediment and debris washed away by stormwater runoff.

Wattles are to be:

- " Weighted in some way so they will require little or no securing against runoff flow.
- " Composed of a dense media that can allow sediment and debris to be trapped inside without passing them through, such as fine, compacted gravel or compacted crushed walnut shells. Straw-like material will not be acceptable.
- " Not overly absorbent that they cannot continue to filter water through the life of the product.
- " Permeable, with a durable, sock-like casing.
- " Flexible so they can be bent into a U-shape or circle with an approx 12" - 16" radius.
- " UV-resistant.
- " Long lasting, with an expected life of 12 to 18 months before deteriorating.
- " Cleanable and reusable within its expected life.

Wattles are required in the following quantities and configurations:

- 100 Ea. 2 foot long x 4 inch diameter
- 100 Ea. 4 foot long x 4 inch diameter
- 300 Ea. 6 foot long x 4 inch diameter
- 100 Ea. 10 foot long x 4 inch diameter

Vendor shall provide one (1) sample and literature describing the construction and performance of the product being offered for inspection by the customer of the 2 foot x 4 inch size prior to acceptance and award.

Ref Req No: PRSBRF09030

Total Cost: \$20,400.00

Distribution: J Pecoraro, E Harris, S Wong, M Huey, maradobligations@faa.gov

**Contract Level
Funding Summary**

Document Number

DTMA4P09051

Title

Weighted Wattles

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- 2009 - 70X - 4303COR - 7 - NDRF - 78 - MIS - 0000 - - 41000 - - - 25433 - 6100 - 6600 -
\$20,400.00

Reference Requisition: PRSBRF09030

Total Funding: \$20,400.00

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COMMERCIAL CLAUSES

1 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS** **FEBRUARY 2006**

(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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 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 (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (4)[Reserved]

___ (ii) Alternate I (MAR 1999) of 52.219-5.

___ (iii) Alternate II (JUNE 2003) of 52.219-5.

__x_ (5) (i) 52.219-6, Notice of Total Small Business Set-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.

___ (6) (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.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (JULY 2005) (15 U.S.C. 637(d)(4)).

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___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (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.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__x_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

__x_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__x_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

__x_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

__x_ (23) 52.225-1, Buy American Act Act—Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i)52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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 x (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

 (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

 (29) 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)).

 (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 x (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

 (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

 (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

 (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 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 check as appropriate.]

 (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (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) (MAY 1989) (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 (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(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.

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(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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)