

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

1. REQUISITION NUMBER
 R1EGP0003/73/E133051

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER Q1D8AAC0001	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME SHARON L KADINGER	b. TELEPHONE NUMBER (No collect calls) (303) 672-5281 ext1826	8. OFFER DUE DATE 02/22/2011
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9. ISSUED BY HUD Denver Contracting Operations 1670 Broadway, 23rd Floor Denver CO 802024801	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC (NAICS): 541611 SIZE STANDARD: 8 (a)	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	12. DISCOUNT TERMS
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15. DELIVER TO Assistant Secretary for Fair Housing and Equal Opportun Address Line 1	CODE	13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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17a. CONTRACTOR/OFFEROR To All Offerors	CODE	FACILITY CODE	16. ADMINISTERED BY CODE
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18a. PAYMENT WILL BE MADE BY HUD CFO ACCOUNTING CENTER US Dept of Housing & Urban Development 801 Cherry Street, Unit #45 Suite 2500 FT. WORTH TX 76102	CODE
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TELEPHONE NO. () -	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	OTHR PROFESSIONAL SERVICES The contractor shall provide services for specific HUD (Continued...)	6.00	EA.		

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input checked="" type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> 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: REFERENCE OFFER <input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
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32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
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32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE	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 (Print)
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41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
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42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
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CONTINUATION SHEET

REF. NO. OF DOC. BEING C
Q1D8AAC0001

PAGE 1a OF 12

NAME OF OFFEROR OR CONTRACTOR

Item No	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>properties as outlined in the attached statement of work.</p> <p>Unit Price per Property. Total of six properties. *** Note ***</p> <p>Not later than 2:00PM EST on February 22, 2011 submit an electronic copy of your quotations to the following e-mail address. Sharon.L.Kadinger@hud.gov</p> <p>Offer shall provide certification that they are exempt from the Service Contract Act per FAR 52.222.52</p>				

Services: Analysis of the Engineering
and Architectural Plans and
Specifications

Request No.: R1EGP0003
Solicitation No.: Q1D8AAC0001

FUNDING PAGE – TO BE REPLACED AT TIME OF AWARD

STATEMENT OF WORK

1. GENERAL

1.1. Background

The Region X Office of Fair Housing and Equal Opportunity of the U.S. Department of Housing and Urban Development ("FHEO") has a need to contract with an Architect/Accessibility Consultant ("contractor") to provide technical expertise to determine whether the six properties identified below, in the States of Oregon, Washington and Idaho have been designed and constructed in compliance with the accessibility requirements of the Fair Housing Act, as amended by the Fair Housing Amendments Act of 1988 (the "Act"). The contractor shall use the review standards that are found in the Fair Housing Act, the regulations, and the Final Fair Housing Accessibility Guidelines ("Guidelines"), which reference the technical specifications in ANSI A117.1-1986, unless otherwise specified.

1.2. Objectives

The contractor shall 1) conduct a review of the site plans and architectural plans for the developments; 2) conduct an on-site survey of the developments and the interior of the dwelling unit types, and; 3) prepare reports that set forth in detail those elements or features of the plans and the developments as built that do not comply with the Act.

2. SCOPE OF WORK

2.1. ANALYSIS OF THE ENGINEERING AND ARCHITECTURAL PLANS AND SPECIFICATIONS

The contractor shall:

- 2.1.1. Conduct an analysis of the engineering and architectural plans and specifications for the properties identified below.
- 2.1.2. Evaluate for accuracy any claims and documentation of site impracticality due to terrain asserted by the owners.
- 2.1.3. Conduct an on-site review of the identified properties, including measurements of public and common use areas, routes, and the interior of at least one of each type of dwelling unit in the development.
- 2.1.4. Record the measurements of all elements and features that do not comply with the accessibility requirements described above, and take representative photos of those elements and features.
- 2.1.5. Prepare and deliver to the Department a *Plan Review Report* and a *Report of On-Site Findings* for each property identified below. Not later than 45 days of completion of the on-site review of a property identified below, deliver one electronic PDF copy of each report and eight hard copies of the onsite report with full color photographs for that property. The Reports shall deliver to:

Diane Nelson, Director
Region X FHEO
909 First Avenue, Suite 205
Seattle, WA 98104

2.1.5.1. The *Plan Review Reports* shall include the following:

2.1.5.1.1. Identification of plan and specification elements that were not designed in compliance with the accessibility requirements described above.

2.1.5.1.2. Analysis for accuracy of any claims and documentation of site impracticality due to terrain.

2.1.5.2. The *On-Site Findings Reports* shall include the following:

2.1.5.2.1. Identification of elements and features of the development as built that do not comply with the accessibility requirements described above, accompanied with measurements and photos.

2.1.5.2.2. Recommended modifications/retrofits that could be accomplished to bring the development into compliance with the accessibility requirements described above.

2.1.5.2.3. For barriers that cannot feasibly be retrofitted for accessibility due to extensive work and high costs, provide a cost analysis of the work that nevertheless would be required to retrofit the barrier (this will provide us with a basis upon which we can propose a monetary settlement).

2.1.6. The contractor shall be available for consultation with the Department for a period of at least thirty days following the submission of the Reports described above; and be willing to testify as to the accuracy of the Reports at any subsequent legal proceeding(s) pertaining to the identified properties.

Identification of Properties:

Oregon:

1. **Santiam Village Apartments**
4902 through 4976 Turquoise Avenue
Salem, OR 97317

The property consists of thirteen buildings with forty-eight (48) ground floor units with three (3) different floor plan: 2BD/2BA, 918 s.f.; 2BD/2BA, 1005 s.f.; 3BD/2BA. Common areas include a recreation building, sport court, pool, play area, and trash/recycling area.

2. **Boulder Ridge Development**
1150 12th St. NE
Salem, OR 97301

The property consists of one building, with an unknown number of units. It is unknown what types of units are in the building. It is unknown what amenities exist on the property.

Washington and Idaho:

1. **Valley View Court**
2501 through 2507 Valley View Court
Lewiston, ID 83501
The property consists of one building with eight units. The mailboxes for these units are located across the street and are alleged to be not on an accessible route. The property also has five parking spaces, two marked for disabled parking.
2. **The Grove Apartments**
209 through 275 East Southview Avenue
Moscow, ID 83843
The property consists of ten (10) buildings with a total of 103 ground floor units. There are a total of seventy-five (75) 2BD/2BA units, and one hundred twenty three (123) 3BD/3BA units. It is unknown whether this property has elevators. The property also includes a clubhouse, a pool pavilion and swimming pool, and recreation areas.
3. **Silver Leaf Apartments**
600 through 900 Matthew Loop
Smelterville, ID 83868
The property is under construction, with Phase 1 completion scheduled for September 2010. A total of one hundred thirty two (132) units have been completed. Phase 1 consists of four (4) three story buildings with a total of sixteen (16) ground floor units. There are an unknown number of the following types of units:
2BD/2BA
1BD/1BA
3BD/2BA
The amenities include a playground. It is unknown whether this property has elevators.
4. **Lakeside Apartment Community**
E. 425 SR902
Medical Lake, WA 99022
The property consists of five (5) buildings with a total of twenty-three (23) ground floor units with three (3) different floor plans: 2BD/2BA (Type A); 1BD/1BA (Type B); 3BD/2BA (Type C). The property also contains a Manager's Office, utility space, covered and uncovered parking lots. The number and locations of the various units are as follows:
TYPE A – 16 (Four each in Bldg. 1 and 3, two in Bldg. 2, six in Bldg. 4)
TYPE B – 4 (Two each in Bldg. 2 and 5)
TYPE C – 3 (Two in Bldg. 5, one in Bldg. 4)

3. PERIOD OF PERFORMANCE

The period of performance of this service shall be 120 days from date of award.

**4. HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(FEB 2008) (DEVIATION)**

(a) *Payment Schedule.* Payment of the contract price (see Section B of the contract) will be made upon completion and acceptance of all work unless a partial payment schedule is included below.

Performance Period - contractor shall be paid the unit price upon completion and acceptance of all reports required for each property and upon acceptance of a proper invoice.

(b) *Submission of Invoices.*

(1) Invoice shall be submitted as follows: submitted to the payment office and a copy to the Contracting Officer to the e-mail addresses listed below. The final invoice shall not be paid prior to certification by the Contracting Officer that all work has been completed and accepted. To constitute a proper invoice, the invoice must include all items required by the FAR clause 52.232-25 Prompt Payment.

**PAYMENT OFFICE – U.S. Department of Housing and Urban Development
Accounting Office**

Email Address: cfocommercialpayment@hud.gov

CONTRACTING OFFICER – Sharon Kadinger

Email Address: Sharon.L.Kadinger@hud.gov

(2) To assist the Government in making timely payments, the contractor is also required to include on each invoice the appropriation number (XXXX).

(c) *Contractor Remittance Information.* The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract.

**5. FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders --
Commercial Items (Jan 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:

___ (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's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (8) 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).

___ (9) [Reserved]

- ___ (10) (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.
- ___ (11) (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.
- ___ (12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ___ (13) (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.
- ___ (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (15) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (16) (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.
- ___ (17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (18) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- X (20) 52.219-28, Post Award Small Business Program Re-representation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (21) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (22) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- ___ (23) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- (24) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (25) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (26) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (27) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (29) 52.222.49, Service Contract Act – Place of Performance Unknown (May 1989)
- (30) 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.)
- (31) (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.)
- (32) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (33) (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.
- (34) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).
- (35) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (36) (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.
- (37) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (38) 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).

- (39) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (40) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (41) 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)).
- (42) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (43) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- (44) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (45) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- (46) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (47) (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:

- (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)