

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

1 REQUISITION NO

OCIO-01-174

PAGE 1 OF 1

12

2 CONTRACT NO

NRC-33-01-174

3 AWARD/EFFECTIVE DATE

02-01-2001

4 ORDER NO

MODIFICATION NO

5 SOLICITATION NO

RS-CIO-01-0174

6 SOLICITATION ISSUE DATE

7 FOR SOLICITATION
INFORMATION CALL:

a NAME

Sally Adams

b TELEPHONE NO (No Collect Calls)

(301) 415-6588

8 OFFER DUE DATE/LOCAL
TIME

3:00 P.M.

9 ISSUED BY

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: Mark J. Flynn, MS T-7-I-2
IT Acquisition Management Branch
Washington DC 20555

10 THIS ACQUISITION IS

☒ UNRESTRICTED

☐ SET ASIDE 0 % FOR

☐ SMALL BUSINESS

☐ SMALL DISADV. BUSINESS

☐ 8(A)

11 DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED

☐ SEE SCHEDULE

N/A

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

13b RATING

N/A

14 METHOD OF SOLICITATION

☐ RFO

☐ IFB

☒ RFP

NAICS 511210
SIZE STANDARD \$18M

15 DELIVER TO

CODE

U.S. Nuclear Regulatory Commission
Office of the Chief Information Officer
Attn: Judy Seeherman, Mailstop T-5E30
Info. Technology Infrastructure Division
Washington DC 20555

16 ADMINISTERED BY

CODE

17a CONTRACTOR/OFFEROR

CODE

FACILITY CODE

FileNET Corporation
ATTN: John Foley
Southeast District Manager
100 Galleria Circle, Suite 1330
Atlanta GA 30339

18a PAYMENT WILL BE MADE BY

CODE

U.S. Nuclear Regulatory Commission
Office of the Chief Financial Officer
Attn: GOV/COM Acctng. Section T-9H4

Washington DC 20555

TELEPHONE NO 770-953-5830

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

☐ SEE ADDENDUM

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

19
ITEM NO

20
SCHEDULE OF SUPPLIES/SERVICES

21
QUANTITY

22
UNIT

23
UNIT PRICE

24
AMOUNT

See Section B for Schedule of Supplies/Services

25 ACCOUNTING AND APPROPRIATION DATA

B&R:11015524120 APPN: 31X0200.110

JCN: J1017 BOC: 2570 Obligate: \$538,422.60

26 TOTAL AWARD AMOUNT (For Govt. Use Only)

\$538,422.60

☒ 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 3 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 ProForma Inv./quote OFFER
DATED 01/24/01 YOUR OFFER ON SOLICITATION (BLOCK
5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
HEREIN IS ACCEPTED AS TO ITEMS:

30a SIGNATURE OF OFFEROR/CONTRACTOR

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

30b NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c DATE SIGNED

31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c DATE SIGNED

32a QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED

☐ INSPECTED

☐ ACCEPTED AND CONFORMS TO THE
CONTRACT, EXCEPT AS NOTED

33 SHIP NUMBER

34 VOUCHER NUMBER

35 AMOUNT VERIFIED
CORRECT FOR

☐ PARTIAL

☐ FINAL

36 PAYMENT

☐ COMPLETE

☐ PARTIAL

☐ FINAL

37 CHECK NUMBER

38 S/R ACCOUNT NUMBER

39 S/R VOUCHER NUMBER

40 PAID BY

42a RECEIVED BY (Print)

42b RECEIVED AT (Location)

42c DATE REC'D (YY/MM/DD)

42d TOTAL CONTAINERS

32b SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c DATE

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c DATE

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE-ADM001

ADM02

TABLE OF CONTENTS

PAGE

PART I - THE SCHEDULE.	A-1
SECTION A - SOLICITATION/CONTRACT FORM	A-1
SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	A-1
SECTION B - CONTINUATION BLOCK	B-1
B.1 PROJECT TITLE	B-1
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987).	B-1
B.3 PRICE SCHEDULE.	B-1
B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)	B-2
B.5 DURATION OF CONTRACT PERIOD (MAR 1987).	B-2
SECTION C - CONTRACT CLAUSES	C-1
C.1 ADDENDUM to FAR 52.212-4 Contract Terms and Conditions-- Commercial Items	C-1
C.2 ELECTRONIC PAYMENT.	C-1
C.3 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2. (OCT 1999)	C-2
C.4 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)	C-2
C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2000)	C-6
C.6 SEAT BELTS.	C-9
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	D-1

SECTION B - CONTINUATION BLOCK**B.1 PROJECT TITLE**

The title of this project is as follows:

"Software Maintenance and Support for FileNET Document Management Software."

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide 7X24 full software maintenance support for the FileNET document management software suite used by the NRC for the Agency-Wide Document Access and Management System (ADAMS). The services will conform to the terms of the Contractor's commercial Silver service plan and the terms of this contract.

B.3 PRICE SCHEDULE

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
---	-----	---	----	-----	-----
001	Maintenance No. 45001680 System ID 205431	12	months	8,985.40	\$107,824.80
002	Maintenance No. 45001681 System ID 205408	12	months	8,005.68	96,068.16
003	Maintenance No. 45001682 System ID 205459	12	months	8,005.68	96,068.16
004	Maintenance No. 45001683 System ID 205460	12	months	8,005.68	96,068.16
005	Maintenance No. 45001684 System ID 205458	12	months	8,005.68	96,068.16
006	Maintenance No. 45001685 System ID 205765	12	months	8,005.68	96,068.16
Total Contract Ceiling ----					----- \$538,422.60

OPTIONAL CONTRACT LINE ITEMS NO. 007 AND 008 - SEE NEXT PAGE

Optional Contract Line Items - The following optional CLINs may be exercised, if authorized by the Contracting Officer in writing, by unilateral modification to this contract.

007	Technical Consulting 50-hour block	01	each	9,500.00	9,500.00
008	Estimated travel (if required) not to exceed. Reimbursed in accordance with Fed. Travel Regulations.	01	each	3,000.00	3,000.00

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is 538,422.60.

B.5 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on February 1, 2001 and will expire January 31, 2002.

SECTION C - CONTRACT CLAUSES**C.1 ADDENDUM to FAR 52.212-4 Contract Terms and Conditions--
Commercial Items**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-34.

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided with the form if attached. The ACH Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

**C.3 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2
(OCT 1999)**

(a) The contracting officer's authorized representative, hereinafter referred to as the project officer, for this contract is:

Name: Judy Seeherman

Address: US Nuclear Regulatory Commission
Info. Tech. Infrastructure Division
Office of the CIO - MS T5E30
Washington, DC 20555

Telephone Number: (301) 415-5854

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The project officer may not make changes to the express terms and conditions of this contract.

**C.4 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(MAY 1999)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the

percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause 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 Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or

contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2000)

(a) The Contractor shall comply with the following 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) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which 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 or components:

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

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section

7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☐ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

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

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

☐ (17) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

☐ (18)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

☐ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

[] (23) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).

[X] (24) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).

[] (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[] (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).-

[] (27)(i) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

[] (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

[Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (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) (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 (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) (41 U.S.C. 351, et seq.).

[] (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

C.6 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT NUMBER	TITLE	NO. PAGES
1	Billing Instructions	3