

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

1. REQUISITION NO.

PAGE 1 OF

2. CONTRACT NO. NRC-10-07-450	3. AWARD/EFFECTIVE DATE 5/24/07	4. ORDER NO.	5. SOLICITATION NUMBER ADM-07-450	6. SOLICITATION ISSUE DATE 05-07-2007
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7. FOR SOLICITATION INFORMATION CALL:	8. NAME Brandi Hamilton	9. TELEPHONE NO. (No Collect Calls) 301-415-0509	10. OFFER DUE DATE/LOCAL TIME 05-17-2007 3:00pm
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11. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sharlene McCubbin Mail Stop T-7-I-2 Washington, DC 20555	12. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HURWITZ SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: SIZE STANDARD:
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13. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	14. DISCOUNT TERMS N/A	15. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	16. RATING N/A
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17. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555	18. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555
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19. CONTRACTOR/OFFEROR BLUE RIDGE LIMOSNE & TOURS SERVICES INC 7504 INZER ST SPRINGFIELD VA 221512921 TELEPHONE NO.	20. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2 11555 Rockville Pike Rockville MD 20852
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21. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	22. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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23. ITEM NO.	24. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	25. QUANTITY	26. UNIT	27. UNIT PRICE	28. AMOUNT
	The purpose of this contract is have Blue Ridge Limousine Service provide shuttle service between U.S. Nuclear Commission, 11555 Rockville Pike, Rockville, MD and 7201 Wisconsin Avenue, Bethesda, MD on an ad hoc basis to all NRC badged employees for official use only.				
	The period of performane is one year with four one-year options.				
1	Basic contract - Shuttle Service one year from the effective date				\$122,063.04
2	Option Year 1 - Shuttle Service				\$125,724.96
3	Option Year 2 - Shuttle Service				\$129,496.68
4	Option Year 3 - Shuttle Service				\$133,381.56
5	Option Year 4 - Shuttle Service				\$137,382.96
	Statement of Work Included in Section B				

(Use Reverse end/or Attach Additional Sheets as Necessary)

29. ACCOUNTING AND APPROPRIATION DATA 31X0200 B&R: 740155BE312 BOC: 252A JCN: X2322 OBLIGATE: \$105,550.00.	30. TOTAL AWARD AMOUNT (For Govt. Use Only) \$105,550.00
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31. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	32. ARE <input type="checkbox"/> ARE NOT ATTACHED.
33. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	34. ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.

35. 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	36. 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:
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37. SIGNATURE OF OFFEROR/CONTRACTOR R. Neill Jefferson	38. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Sharlene M McCubbin
39. NAME AND TITLE OF SIGNER (TYPE OR PRINT) R. NEILL JEFFERSON / PRESIDENT	40. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharlene M McCubbin Contracting Officer
41. DATE SIGNED 5-24-07	42. DATE SIGNED 5/24/07

AUTHORIZED FOR LOCAL REPRODUCTION STANDARD FORM 1449 (REV. 3/2005)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUN 08 2007

ADM002

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SECTION B - CONTINUATION BLOCK

**SECTION C - CONTRACT CLAUSES****C.1 SHUTTLE SUPPORT SERVICES BRIEF DESCRIPTION****BRIEF DESCRIPTION**

The U.S. Nuclear Regulatory Commission (NRC) is seeking a contractor to provide all management, supplies, tools, equipment, vehicles, and labor necessary to operate a shuttle service to transport NRC employees daily between NRC's White Flint (WF) complex at 11555 Rockville Pike, Rockville, MD and Gateway Building (PDC) 7201 Wisconsin Ave., Bethesda, MD to conduct official business. This service is available to all NRC badged employees, and is available for official use only. The contractor shall ensure that personnel (e.g. managers, mechanics, and drivers) are qualified to perform the services established by this Statement of Work (SOW).

**SCOPE:**

The Contractor shall provide one driver and one 22- passenger bus or equivalent, equipped for accessibility to persons with disabilities. The NRC may, with sufficient notice, request to include additional drives and buses to transport NRC employees for major/special events or to add a stop to the route. The contractor shall submit reports and documentation, as identified on the SOW, to the NRC Project Officer (PO) or designee. The contractor shall have a process in place to address any written complaints received by the NRC PO or designee regarding the driver's conduct and/or driving.

**TASKS:**

The driver will be required to:

- \* Operate the shuttle on the schedule, identified herein, Monday through Friday, excluding Federal holidays, unless otherwise notified by the NRC PO or designee,
- \* Remain at each location until the stated departure time as stated in the schedule.
- \* Record the number of passengers transported on each trip in a format agreed upon by the NRC PO or designee and the contractor.
- \* Provide the written daily report of the number of passengers transported to the PO or designee at the end of the shuttle schedule for that day.
- \* Ensure that only NRC employees who present an appropriate NRC building ID badge are transported on the shuttle.
- \* Transport passengers in a safe, courteous, professional , and timely manner.
- \* Maintain the scheduled departure times for each location without compromising the safety of the passengers.
- \* Immediately notify security personnel or NRC PO or designee regarding any problems encountered with NRC employees requested to exit the shuttle for failure to present an appropriate ID or to conduct themselves in a professional manner.

\* Operate the shuttle on the regular schedule during inclement weather unless notified by the NRC PO or designee to modify the schedule or terminate shuttle services.

\* Notify the NRC PO or designee if the safety of the passengers is in jeopardy because of inclement weather conditions, mechanical condition of the shuttle, or other conditions that may create a safety hazard.

\* Notify the identified NRC point of contact at each location by telephone if the arrival and/or departure time will be delayed 5 minutes or more or any other change in the schedule.

\* A lunch period is also designated in the schedule

#### SHUTTLE SCHEDULE:

Shuttle service is required Monday through Friday, except Federal holidays, beginning 6:45 a.m. at the Two White Flint North (TWFN) to transport NRC employees to the 7201 Wisconsin Ave. (PDC).

##### AM SCHEDULE

LV: 6:30 a.m. TWFN  
 LV: 6:40 a.m. EBB  
 LV: 7:00 a.m. PDC  
 LV: 7:20 a.m. TWFN  
 LV: 7:30 a.m. EBB  
 LV: 7:50 a.m. PDC  
 LV: 8:10 a.m. TWFN  
 LV: 8:20 a.m. EBB  
 LV: 8:40 a.m. PDC  
 LV: 9:00 a.m. TWFN  
 LV: 9:10 a.m. EBB  
 LV: 9:30 a.m. PDC  
 LV: 9:50 a.m. TWFN  
 LV: 10:00 a.m. EBB  
 LV: 10:20 a.m. PDC  
 LV: 10:40 a.m. TWFN  
 LV: 10:50 a.m. EBB  
 LV: 11:10 a.m. PDC  
 AR: 11:30 a.m. TWFN

Vehicle to park at TWFN

Note: 11:30 - 12:30 (lunch)

And Fueling of vehicle)

##### PMSCHEDULE

LV: 12:30 p.m. TWFN  
 LV: 12:40 p.m. EBB  
 LV: 1:00 p.m. PDC  
 LV: 1:20 p.m. TWFN  
 LV: 1:30 p.m. EBB  
 LV: 1:50 p.m. PDC  
 LV: 2:10 p.m. TWFN  
 LV: 2:20 p.m. EBB  
 LV: 2:40 p.m. PDC  
 LV: 3:00 p.m. TWFN  
 LV: 3:10 p.m. EBB  
 LV: 3:30 p.m. PDC  
 LV: 3:50 p.m. TWFN  
 LV: 4:00 p.m. EBB  
 LV: 4:20 p.m. PDC  
 LV: 4:40 p.m. TWFN  
 LV: 5:00 p.m. EBB  
 LV: 5:20 p.m. PDC  
 LV: 5:40 p.m. TWFN  
 LV: 5:50 p.m. EBB  
 LV: 6:10 p.m. PDC  
 AR: 6:30 p.m. TWFN

NRC reserves the right to change or cancel the above scheduled times after providing the contractor a 5-days written notice.

#### SHUTTLE REQUIREMENT:

Buses used under this contract must be:

\* Three (3) years old or less at the start of the period of the contract and in safe mechanical condition. The contractor must not use buses that have been identified by Quality Assurance Evaluator (QAEs) as having mechanical or safety defects.

\* Cleaned and maintained in a professional manner (e.g. exterior washed at least once per week, more often during inclement weather; interior cleaned and free of trash, food, newspapers, gum, etc.; seats free of stains; exterior free of advertising, graffiti and slogans, except company name or NRC signage (NRC SHUTTLE) on all three sides of the bus).

Drivers providing services under this contract must:

- \* Maintain a neat groomed appearance at all times, including a clean and professional uniform free from stains and odors and advertisements or slogans except the company and driver's name.
- \* Refrain from vulgar or profane language and maintain a polite, courteous, and professional demeanor at all times while on the job.
- \* Refrain from eating or drinking while transporting NRC employees.
- \* Have a valid state motor vehicle operator's license in his/her possession at all times.
- \* Have an excellent driving record.

#### PERSONNEL:

The contractor ensure that all contractor employees, subcontractor and grantees hired to perform work under this contract are citizens of the United States or, if aliens have the appropriate permits to work, and are able to communicate in English. The contractor shall also ensure that all personnel (e.g. mechanics and bus drivers) are qualified to perform the services stated in the SOW.

#### Access to NRC Facilities

A contractor employee shall not have access to NRC facilities until he/she is approved by security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative as acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U.S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract.

In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms of conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary

and permanent determinations). And the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's building.

**BONDING:**

The contractor must maintain \$5,000,000.00 liability certification with the WMATC for vehicle owned or operated under this contract.

**PERIOD OF PERFORMANCE:**

Period of performance: May 25, 2007 thru May 31, 2008 with four one year options.

**C.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006

**C.3 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://www.arnet.gov/far>

52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
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**C.4 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.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)**

(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:

☐ (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) 52.219-3, Notice of Total HUBZone 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]

☐ (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 (Sept 2006) (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.

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

☐ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (11)(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.

☐ (12) 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).



- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (15) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (18) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (23)(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)).
- (24) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).
- (25)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Nov 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, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (27) 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).
- (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- (30) 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)).
- (31) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

□ (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

□ (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

□ (34) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

□ (35) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

□ (36)(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, 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) (Nov 2006) (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.).

(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 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (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.

#### **C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**