

2. CONTRACT NO: CPSC-S-17-0026
3. AWARD/EFFECTIVE DATE: 04/20/2017
4. ORDER NUMBER
5. SOLICITATION NUMBER: CPSC-Q-17-0028
6. SOLICITATION ISSUE DATE: 03/30/2017

7. FOR SOLICITATION INFORMATION CALL: **Derrick Braswell**
b. TELEPHONE NUMBER (No collect calls): (301) 504-7310
8. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY: CONSUMER PRODUCT SAFETY COMMISSION
DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 523
BETHESDA MD 20814
CODE: FMPS

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

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
12. DISCOUNT TERMS: Net 30
13b. RATING
14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION
DIRECTORATE FOR LABORATORY SCIENCES
ROCKVILLE CAMPUS
5 RESEARCH PLACE
ROCKVILLE MD 20850
CODE: LS

18. ADMINISTERED BY: CONSUMER PRODUCT SAFETY COMMISSION
DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 523
BETHESDA MD 20814
CODE: FMPS

17a. CONTRACTOR/OFFEROR: AIR FLOW SERVICES INC
ATTN TED KUCZARSKI
1143 TAFT STREET
ROCKVILLE MD 20850
TELEPHONE NO: 301-424-4910
FACILITY CODE

18a. PAYMENT WILL BE MADE BY: CPSC Accounts Payable Branch
AMZ 160
P. O. Box 25710
Oklahoma City OK 73125
CODE: FMFS

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
	DUNS Number: [REDACTED] Contracting Officer Representative: Andrew Bernatz Tel: 301-987-2058 Email: ABernatz@cpsc.gov The contractor shall provide preventative maintenance and service in accordance with the attached statement of work and terms and conditions. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 0100A17DSE-2017-2401300000-EXHR004200-257B0
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$14,685.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Cassandra C. Sterba*
30b. NAME AND TITLE OF SIGNER (Type or print):
30c. DATE SIGNED:
31b. NAME OF CONTRACTING OFFICER (Type or print): Cassandra C. Sterba
31c. DATE SIGNED: 4-20-17

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Base Year 1: May 1, 2017 through April 30, 2018 Service Contract for two (2) conditioning chambers F8A and F8B in room 121 of the CPSC Laboratory.	12	MO	1,223.75	14,685.00
0002	Option Year 1: May 1, 2018 through April 30, 2019 Service Contract for two (2) conditioning chambers F8A and F8B in room 121 of the CPSC Laboratory. Amount: \$14,975.00 (Option Line Item)	12	MO	1,247.9166	0.00
0003	Option Year 2: May 1, 2019 through April 30, 2020 Service Contract for two (2) conditioning chambers F8A and F8B in room 121 of the CPSC Laboratory. Amount: \$15,425.00 (Option Line Item)	12	MO	1,285.4166	0.00
0004	Option Year 3: May 1, 2020 through April 30, 2021 Service Contract for two (2) conditioning chambers F8A and F8B in room 121 of the CPSC Laboratory. Amount: \$15,880.00 (Option Line Item) Option Year 4: May 1, 2021 through April 30, 2022 Continued ...	12	MO	1,323.3333	0.00

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
CPSC-S-17-0026

PAGE OF
3 20

NAME OF OFFEROR OR CONTRACTOR
AIR FLOW SERVICES INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Service Contract for two (2) conditionaing chambers F8A and F8B in room 121 of the CPSC Laboratory. Amount: \$16,365.00 (Option Line Item) The total amount of award: \$77,330.00. The obligation for this award is shown in box 26.	12	MO	1,363.75	0.00

**STATEMENT OF WORK
MAINTENANCE CONTRACT FOR CONDITIONING CHAMBERS SUPPORTING
FLAMMABILITY TEST WORK**

1. Description of Services:

The Contractor shall provide all labor, parts and materials to provide preventive maintenance and emergency service for two conditioning chambers F8A and F8B, located onsite at the Consumer Product Safety Commission (CPSC), Rockville Campus, 5 Research Place, Rockville, MD 20850, in Room 121.

2. Contract Type: This is a firm-fixed price contract. The contractor shall provide all services, including preventive maintenance, emergency and non emergency services, labor, parts and materials (including consumables) at no additional charge. This contract includes a base year and four 12-month option years.

3. Period of Performance.

The base period of performance is May 1, 2017 to April 30, 2018. Four twelve-month option periods are included and, if exercised, will run sequentially.

4. Background:

a. CPSC staff conduct flammability test work to determine conformance with existing federal flammability regulations or to conduct experimental work in support of revising existing regulations or developing new regulations. Many of the materials and products subject to such regulations are imported products that have been collected at ports-of-entry under a cooperative agreement between the CPSC and the Customs and Border Patrol. Since the imported products can only be held for a short period unless a determination is made that they do not comply with regulations, CPSC typically has less than a few days to schedule and test a product from the time of its arrival at our Rockville facility. The flammability characteristics of materials are affected by environmental variables that contribute to the material's moisture content and temperature at the inception of the testing. Consequently, all materials subject to flammability test work are "conditioned" for prescribed time periods in chambers providing high precision control of temperature and relative humidity. Test work cannot proceed until the products are properly conditioned. A malfunction of a conditioning chamber can have an immediate and serious impact on the timely testing of imported products. This contract shall provide a service contract to ensure that there is little chance of a malfunction impacting the flammability test work and to ensure that any such malfunction is corrected and the conditioning chambers returned to full function in less than 24 hours from the time that a malfunction is reported.

b. Chambers: There are two conditioning chambers installed in the flammability laboratory of the CPSC Rockville facility. They are designated as F8A and F8B. The two chambers are similar but not the same as described below. The chambers were new when installed in the CPSC Rockville facility which was first occupied in May, 2011.

5. Description of Work:

a. **Emergency Service:** The contractor shall provide point of contact information for all service calls. In the event of a malfunction, the Government will notify the contractor and the contractor shall respond with an acknowledgment of the alerting telephone call within one hour. The contractor shall dispatch appropriate staff and materials to correct the malfunction within 3 hours of the alerting telephone call. Any repairs must be completed within 24 hours of the alerting telephone call.

b. **Preventive Maintenance:** The contractor shall provide a minimum of two scheduled preventive maintenance visits per year to ensure that all components of the chambers continue to operate properly.

Services shall include, but will not necessarily be limited to, the following:

1. Clean refrigeration coils, clean steam generator heaters and sump
2. Flush drain pan
3. Clean dehumidifier wheels
4. Check refrigerant levels and provide refrigerant as needed
5. Calibrate temperature and humidity controllers

c. The contractor shall provide all parts and labor at no additional charge.

d. Proper operation of the conditioning chambers is critical to the timely completion of flammability test work so that this contract requires competent preventative maintenance and timely correction of malfunctions. The contractor shall ensure that all labor is appropriately skilled and shall provide and all necessary parts (including any consumables) necessary to fulfill the objectives of this contract.

e. The contractor shall provide names and telephone numbers of the primary and a secondary contact person authorized to commit Contractor's resources within the timeframes indicated. The Contractor's contact persons must be available to receive and respond to alerting telephone calls 24 hours a day and seven days a week. The names and telephone numbers of appropriate CPSC staff will be provided on award of this contract.

f. The contractor shall comply with all state and federal requirements and insurance requirements and the clause "52.228-5, Insurance—Work on a Government Installation."

6. Chamber Descriptions:

a. F8A-Kolpak Conditioning Chamber, approximately 13ft X 11ft with 2 doors. The unit has an electronic control panel with a Watlow touch screen to control the temperature and humidity of the unit. There is a light switch next to the door. Inside the chamber there are (4) 4 ft 2 tube fluorescent fixtures. (4) GFCI outlets. Temperature and humidity sensors. (1) Bohn Heater with 3 circulating fans. On top of the unit there is a Munters Dehumidifier Model HC 150 and a Pure Humidifier Company ES Series Electric Humidifier Model ES DDR-7.5. On the roof of the building, there is a Bohn compressor Model BZT020M6C by Heatcraft Refrigeration Products LLC.

b. F8B-Kolpak Conditioning Chamber, approximately 18 ft X 10 ft with 1 door. The unit has an electronic control panel with a Watlow touch screen to control the temperature and humidity of the unit. There is a light switch next to the door. Inside the chamber there are (6) 4 ft 2 tube fluorescent fixtures. (5) GFCI outlets. Temperature and humidity sensors. (2) Bohn heaters with 2 circulating fans each. On top of the unit there is a Munters Dehumidifier Model HC 300 and a Pure Humidifier Company ES Series Electric Humidifier Model ES DDR-7.5. On the roof of the building, there is a Bohn compressor Model BZT020M6C by Heatcraft Refrigeration Products LLC.

7. Access to the Facility: The CPSC Rockville facility is a secure federal facility so that Contractor's personnel must be accompanied by a designated member of the facility. Access to the compressors on the roof of the facility is controlled by the Building Engineer. Consequently, the preventative maintenance visits must be scheduled at least two days in advance with the Division Director having responsibility for the flammability lab and during the hours of 6 a.m. to 6 p.m. on normal week days. Repair work to correct a malfunction can occur at any time but the Contractor must make suitable arrangements for access with the Division Director having responsibility for the flammability lab.

8. Reporting Requirements. Upon completion of work, the contractor shall provide a service ticket stating at a minimum, the date, time, and a complete description of all work performed.

Contract clauses and provisions:

LC 1B CONTRACTOR'S NOTE - DELIVERIES TO THE CPSC NATIONAL PRODUCT TESTING LABORATORY SITE, ROCKVILLE, MARYLAND

Delivery Address:

U.S. Consumer Product Safety Commission
National Product Testing Laboratory
5 Research Place
Rockville, MD 20850

The Consumer Product Safety Commission (CPSC) Laboratory facility is located in Rockville, MD. Deliveries are to be made to the loading dock area which is accessible from the parking area entrance on Research Place on the east side of the building. Do not enter the parking area from Research Court on the North side of the facility as there may not be sufficient room to maneuver and back up to the loading dock area on the east side of the building.

Deliveries may not be left outside the building or loading dock, unless specifically directed by appropriate CPSC staff. All deliveries shall be considered "inside deliveries" in accordance with the instructions below. When scheduling deliveries, the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages and include the packing slip.

ATTENTION GOVERNMENT VENDOR:

A. DELIVERY INSTRUCTIONS

1. DELIVERY INSTRUCTION FOR SMALL ITEMS

Deliveries should be made between 9:00 a.m. and 4:00 p.m. on Monday through Friday (except holidays). Deliveries outside these hours require prior arrangements.

Contacts:

Andrew Stadnik, Lab Director, 301-987-2037 x1 OR 301-706-6902
Greg Rea – 301-987-2258
Allyson Tenney- 301-987-2769
Aaron Orland – 301-987-2248

For the Furniture, Chair, Exercise Equipment, and IT Equipment

Contacts:

Jim Shupe – 301-424-6421 x156 (Jim 240-882-6775)
Douglas Brown – 301-504-7846
Andy Stadnik – 301-706-6902

2. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

Large or heavy items must be delivered directly to the loading dock. If delivery cannot be made to the loading dock directly or via the leveling device and requires off-loading the item from the delivery vehicle to the ground, then deliveries of such large or heavy items should be scheduled 24 hours in advance and should be made between 9:00 a.m. and 3:00 p.m. on Monday through Friday (except holidays). Contact information is the same as above to arrange for CPSC lift truck operators or other lifting and handling support needs for the delivery.

B. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. **Do NOT** include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. For Contracts on Form OF347 - The contract or purchase order number on the Form OF347 shall include the purchase order number indicated in blocks #2 and #3.
6. For Contract on Form SF1449 - The contract or purchase order number on the Form SF1449 shall include the purchase order number and /or Task number indicated in blocks #2 and #4. For Example: CPSC-D-17-0012/0003
7. Description, price and quantity of goods or services actually delivered or rendered.
8. Shipping cost terms (if applicable).
9. Payment terms.
10. Other substantiating documentation or information as specified in the contract or purchase order.
11. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

PREFERRED: Via email to:

9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov

OR

U.S. Mail

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

FEDEX

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
6500 S. MacArthur Blvd.
Oklahoma City, Ok. 73169

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov.

C. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov or at the U.S. Mail and Fedex addresses listed above:

Complaints related to the late payment of an invoice should be directed to Ricky Woods at the same the same address (above) or 405-954-5351.

Customer Service inquiries may be directed to Adriane Clark at AClark@cpsc.gov.

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of receipt. The CPSC representative responsible for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Contract Specialist – at (301) 504-

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347).

The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

G. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer (Dina Demas) in the Facilities Management Support Services Branch (Room 425). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

LC 5 Contracting Officer's Representative (COR) Designation

a. The following individual has been designated at the Government's COR for this contract:

Name: Andrew Bernatz

Division: Directorate for Laboratory Sciences

Telephone: 301-987-2058

Email: ABernatz@cpsc.gov

b. The CPSC COR is responsible for performing specific technical and administrative functions, including:

(1) performing technical evaluation as required;

(2) assisting the Contractor in the resolution of technical problems encountered during performance; monitoring the Contractor's technical progress, including surveillance and

assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule; and

(3) inspection and acceptance of all items required by the contract.

c. The COR, who may be personally liable for unauthorized acts, is not authorized to and shall not:

(1) make changes in scope of work, contract schedules, and/or specifications, or to make changes that affect price, quality, quantity or delivery,

(2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) make commitments or changes that affect price, or take any action that commits the Government or could lead to a claim against the Government.

d. This delegation is not redelegable and remains in effect during the period of performance of the contract.

e. A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

LC 13 Insurance

a. In accordance with the Federal Acquisition Regulation (FAR), Subparts 28.301 and 28.307-2, and Clause 52.228-5 of this contract entitled "Insurance-Work on a Government Installation," the Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(3) Automobile liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the

contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Insurance Clause. The Contractor shall present evidence of insurance coverage in Compliance with (1), (2) and (3) above within fifteen calendar days of award.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (JAN 2017)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(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.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (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.)
- (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- (37)(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.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

- __ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- __ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Oct 2015) of 52.223-13.
- __ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-14.
- __ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- __ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- __ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- __ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- __ (ii) Alternate I (JAN 2017) of 52.224-3.
- __ (48) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- __ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- __ (ii) Alternate I (May 2014) of 52.225-3.
- __ (iii) Alternate II (May 2014) of 52.225-3.
- __ (iv) Alternate III (May 2014) of 52.225-3.
- __ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- __ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

 (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

 (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

 (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

 (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

 X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

 (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

 (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

 (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

 (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

 (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

 (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

 (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

 (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

 (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 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)

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 15 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within five days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least fifteen days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.228-5 Insurance—Work on a Government Installation. (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require

subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)