

<b>Purchase Order Number: NND1672816Q</b>	<b>CONTRACTING OFFICER:</b> <b>Rosalia Toberman/Code A</b> <a href="mailto:rosalia.toberman-1@nasa.gov">rosalia.toberman-1@nasa.gov</a>  <b>CONTRACT SPECIALIST:</b> <b>Joel Lozano/Code A</b> <a href="mailto:joel.b.lozano@nasa.gov">joel.b.lozano@nasa.gov</a>
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**I. DELIVERY AND PERFORMANCE REQUIREMENTS.**

- ADDITIONAL ITEM DESCRIPTION, SPECIFICATION, OR STATEMENT OF WORK:  
**Attachment A – Statement of Work**  
**Attachment B – NASA Q1A Quality Requirements**
- CONFIRMATION OF VERBAL/E-MAIL/FAXED ORDER – DO NOT DUPLICATE
- DELIVERY DATE:
- PERIOD OF PERFORMANCE: **1 Base Year from Date of Award and 4x 1 Year Options**
- NO PARTIAL PAYMENT/ DELIVERY ALLOWED. **Invoiced based on CLIN. See below.**
- PARTIAL DELIVERY/PAYMENT ACCEPTABLE.

**\*The contractor shall be paid upon inspection and acceptance of all deliverables described in the delivery schedule. Acceptance as used herein is defined as the successful completion of required tasks and deliverable for the period covered\***

**II. INVOICING AND PAYMENT INFORMATION.**

**Invoices shall be submitted in triplicate to:**

**NASA Shared Services Center (NSSC)**  
**Financial Management Division (FMD) – Accounts Payable**  
**Bldg 1111, C. Road**  
**Stennis Space Center, MS 39529**  
**Email: NSSC-AccountsPayable@nasa.gov**  
**Fax: 866-209-5415**  
**Fed Tax Exempt #: 63-0422638**

**III. APPLICABLE COMMERCIAL ITEM SOLICITATION CLAUSES:**

This order is for a commercial item subject to the terms and conditions of FAR 52.212-4, Contract Terms and Conditions – Commercial Items (Dec 2014), incorporated by reference; FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes and Executive Orders, Commercial Items (May 2015) attached to this order; and any additional terms and conditions checked below or included as a Center specific requirements as addenda to 52.212-4.

- 52.212-1 Instructions to Offerors - Commercial Items. (OCT 2015)**

## **ADDENDUM to 52.212-1 - INSTRUCTIONS TO OFFERORS; COMMERCIAL ITEMS**

### **QUOTATION PREPARATION INSTRUCTIONS**

A. To assure timely and equitable evaluation of quotations, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being ineligible for award. **Offerors are cautioned that simply restating the Statement of Work without any supporting details will result in the quotation being rejected as non-responsive.** Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of three distinct parts; Part I - Management Volume, Part II - Past Performance Volume, and Part III - Price Volume

B. Award will be made to the responsible Offeror whose quotation meets the requirements of the solicitation and provides the best value to the Government. The Government intends to award a contract without discussions, however, the Government reserves the right to conduct discussions if the Source Selection Authority later determines them to be necessary. This is a competitive source selection in which competing Offerors' Technical Quotations, Past Performance and Price will be considered. By submission of its offer, the Offeror agrees to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements including those identified as evaluation factors and sub-factors.

C. Specific Instructions:

Quotations shall be submitted in email form to [joel.b.lozano@nasa.gov](mailto:joel.b.lozano@nasa.gov). All written documents shall be provided as standard "portable document format" (pdf) and shall be compatible with Microsoft Office. Quotations shall be clearly marked with RFQ number identification, date of submittal, and company nomenclature to enable the Government to clearly identify the origin and purpose of the submittal. **Please note: quotations submitted after the date and time of RECEIPT of quotation will be considered late, and will not be evaluated.**

**If a quotation page count exceeds the limits for each part as stated below, the additional pages will be discarded and those pages will not be evaluated; excess pages will be removed from the files prior to distribution to the evaluators.**

PART I – TECHNICAL AND MANAGEMENT VOLUME - Limited to no more than 25 pages total. **Please note: cover pages, tables of contents, and indices do NOT count against the page limit.** The offeror shall provide a written technical quote describing their approach and their existing capability to meet or exceed the various requirements identified within the Performance Work Statement (PWS) and the solicitation. The management volume should generally consist of how the contractor plans to complete the Statement of Work.

1. The Offeror should provide a Technical and Management plan for the housing, maintenance, and operation of the NASA simulator over the lifetime of the contract in accordance with the Statement of Work.
2. The Offeror should provide a description and proof of a suitable simulator bay in accordance with the Statement of Work.
3. The Offeror should describe how they will support the required schedule and 24 hr notice for training activities.
4. The Offeror should provide proof of a Level C or higher FAA National Simulator Program certification and a description of how they will maintain currency.
5. The Offeror should provide proof of a current Quality Management System (QMS) approved by the National Simulator Program Manager (NSPM).
6. The Offeror should describe how crews will be scheduled, including external member who have been approved by NASA, and trainers.
7. The Offeror should describe the safety and security plan and how it meets or exceeds commercial standards for this requirement.
8. The Offeror should describe how they plan to receive and install all necessary components and GFE for the simulator move, and stand up a fully operational simulator using the NASA provided GFE. This involves how they will interface with the independent contractor conducting the move itself.

PART II – PAST PERFORMANCE VOLUME - Limited to no more than 2 pages per contract referenced. Only references for the same or similar type contracts desired.

1. Offeror should provide a detailed description of services provided for each contract referenced and an associated statement of relevancy for those services towards the requirements of this solicitation. This information includes the performance of specific employees currently working for the Offeror, or past performance of employees the Offeror plans to hire. Offeror's should delineate whether their past performance is as the prime contractor, as a subcontractor, or simply an employee who is current or will be hired.

2. **Quality and Satisfaction Rating for Contracts Completed in the Past Five Years:** Provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type contract. Contact information for individuals is not required, but highly desired. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.
3. **Subcontractor Consent:** Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor’s consent. Provide with the quotation a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

**PART III - PRICE VOLUME**

1. **No Page Limit.** Submission of “certified cost or pricing data” is not required and the successful offeror will not be required to submit a Certificate of Current Cost or Pricing Data. Offerors are required to submit “data other than certified cost or pricing data” as described herein. The terms “certified cost or pricing data” and “data other than certified cost or pricing data” are defined at FAR 2.101.
2. The price proposal shall be written in a manner that is consistent with the Offeror’s normal, disclosed, and/or approved estimating and accounting practices.
3. Monetary amounts, other than direct labor rates, shall be expressed to the closest whole dollar amount.
4. The data provided in the Price Volume shall match the unit prices and extended prices included below.

<b><u>CLIN</u></b>	<b><u>Description of Services</u></b>	<b><u>Qty</u></b>	<b><u>Unit</u></b>	<b><u>Price</u></b>	<b><u>Total Price</u></b>
1	Integration and Standup of NASA Simulator	1	Lot	N/A	\$
2	Base Year of Simulator Bay Leasing, Operations, and Maintenance Services in accordance with the Statement of Work	12	Mo.	\$	\$
3	Option Year 1 of Simulator Bay Leasing, Operations, and Maintenance Services in accordance with the Statement of Work	12	Mo.	\$	\$

4	Option Year 2 of Simulator Bay Leasing, Operations, and Maintenance Services in accordance with the Statement of Work	12	Mo.	\$	\$
5	Option Year 3 of Simulator Bay Leasing, Operations, and Maintenance Services in accordance with the Statement of Work	12	Mo.	\$	\$
6	Option Year 4 of Simulator Bay Leasing, Operations, and Maintenance Services in accordance with the Statement of Work	12	Mo.	\$	\$
7	Additional Services above and beyond the Statement of Work (hourly rate)	100	Hrs	\$/hr	\$

5. Insert proposed unit and extended prices in the Pricing Schedule. The quotation should contain the following information in order to be considered responsive:
  - a. Proposed Firm-Fixed-Price (FFP) unit prices and total extended price for CLIN 001. Also, a table of the following:
    - i. Offeror's labor classification and, if applicable, corresponding collective bargaining agreement (CBA) classification or Service Contract Act wage determination labor classification
    - ii. Number of direct regular (i.e., total straight time productive hours, total paid non-productive hours), overtime and premium labor hours for each position
    - iii. Direct labor rates for each position
    - iv. Premium labor rates for each position, if applicable
    - v. Total proposed direct labor costs for each position showing how the costs are calculated (i.e., hours x rates = costs)
    - vi. Other Direct Cost and subcontractor cost
    - vii. Proposed Milestone Payment schedule
  - b. Proposed unit and total extended for CLINs 002 – 006 Base year price and Option year Prices. Also a table of the following:
    - i. Offeror's labor classification and, if applicable, corresponding collective bargaining agreement (CBA) classification or Service Contract Act wage determination labor classification
    - ii. Number of direct regular (i.e., total straight time productive hours, total paid non-productive hours), overtime and premium labor hours for each position
    - iii. Direct labor rates for each position
    - iv. Premium labor rates for each position, if applicable
    - v. Total proposed direct labor costs for each position showing how the costs are calculated (i.e., hours x rates = costs)
    - vi. Other Direct Cost and subcontractor cost
  - c. Burdened hourly rates by CY for any applicable labor categories for CLIN 007 above and beyond work. These will be awarded as Firm-Fixed-Price contract

modifications only based on negotiated hours. NASA will issue priced mods based on the applied hourly burdened rate of the contractor. Quotation should include the price of 100 hrs. for the purpose of evaluating all quotations on an even scale.

6. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists, no additional cost information will be requested. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists, offerors may be required to submit information other than cost or pricing data to support a determination of price reasonableness.

D. Documents submitted in response to this RFQ must be fully responsive to and consistent with the following:

1. Requirements of the RFQ (CLINs & PWS) and Government standards and regulations pertaining to the PWS.
2. Evaluation Factors for Award as listed below under "ADDENDUM to FAR 52.212-2, BASIS FOR CONTRACT AWARD".
3. Any limitation on the number of quotation pages. Pages exceeding the page limitations set forth in this section will not be read or evaluated, and will be removed from the quotation.
4. Format for quotation Parts I and II shall be as follows:
  - a. The quotations will be 8 1/2" x 11" paper except for fold-outs used for charts, tables, or diagrams, which may not exceed 11" x 17".
  - b. A page is defined as one face of a sheet of paper containing information.
  - c. Typing shall not be less than 11 pitch, Times New Roman font.
5. Format for quotation Part III (Price) may be on spreadsheets and as narrative information, as applicable, but shall not include extraneous narration or data in excess of that required by this RFQ.

**52.212-2 Evaluation - Commercial Items. (JAN 1999)**

(a) This is a competitive Price Performance Trade-off best value source selection where all evaluation factors other than price, when combined, are significantly more important than price. The evaluation factors are:

- (1) TECHNICAL
- (2) PAST PERFORMANCE
- (3) PRICE

The evaluation process shall proceed as follows:

An initial review of quotes will be conducted to determine acceptability of the quotes in accordance with NFS 1815.305-70, Identification of Unacceptable Proposals. All unacceptable quotes will be eliminated from further evaluation.

The Government will award a contract resulting from this solicitation to the responsible Offeror using best value source selection in which competing Quoters' past performance history will be evaluated on a basis significantly more important than price consideration. By submission of its quote, the Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. All such quotes shall be treated equally except for their price and performance records. Failure to meet a requirement may result in an offer being determined technically unacceptable. Quoters must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**☒ ADDENDUM to FAR 52.212-2 - EVALUATION; COMMERCIAL ITEMS**

**BASIS FOR CONTRACT AWARD:**

NASA anticipates a single award. Award will be made to the responsible Offeror whose proposal meets the requirements of the solicitation and provides the best value to the Government. The Government intends to award a contract without discussions, however, the Government reserves the right to conduct discussions if the Source Selection Authority (SSA) later determines them to be necessary. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being determined technically unacceptable, at which point their offer will not continue to be evaluated for Past Performance or Price. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The evaluation process shall proceed as follows:

- A. Evaluation Factor #1— Technically Acceptable: The Technical Acceptable rating will consist of evaluation of the Technical and Management Approach. The government’s technical evaluation team shall evaluate the technical quotes on a pass/fail basis, assigning a rating of Acceptable or Unacceptable using the descriptions in the below table “Technical Acceptable/Unacceptable Ratings”. The Quoter’s technical quotes shall be evaluated to determine if the proposed approach and existing capability meet or exceed the various requirements identified within the PWS and the solicitation, using

**TECHNICAL ACCEPTABLE / UNACCEPTABLE RATINGS**

<b>RATING</b>	<b>DESCRIPTION</b>
Acceptable	Quote meets the minimum requirements of the solicitation
Unacceptable	Quote does NOT meet the minimum requirements of the solicitation

Unacceptable Quote does NOT meet the minimum requirements of the solicitation  
All technically acceptable quotes shall be treated equally except for their past performance records and prices. Failure to meet a requirement may result in a quote being determined technically unacceptable. Quoters must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.  
identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

The following Subfactors will be included in the evaluation of the overall Technical and Management approach:

- 1. The offeror is able to provide an acceptable Technical and Management plan for the housing, maintenance, and operation of the NASA simulator over the lifetime of the contract in accordance with the Statement of Work.

2. The offerer is able to provide documentation of possessing a suitable simulator bay in accordance with the Statement of Work.
3. The Offeror is able to provide sufficient evidence that they can meet a 24 hrs. notice of training in accordance with the Statement of Work.
4. The Offeror shall provide documentation that they can meet the requirement of a Level C or higher FAA National Simulator Program certification and sufficient evidence that they have a process in place to maintain currency.
5. The Offeror shall provide documentation compliant with Quality Management System (QMS) approved by the National Simulator Program Manager (NSPM).
6. The Offeror is able to provide sufficient evidence that crews can be scheduled, including external members who have been approved by NASA, and trainers in a manner sufficient to satisfy the Statement of Work.
7. The Offeror is able to provide documentation of a current safety and security plan or evidence that an appropriate safety and security plan that meets or exceeds commercial standards a facility of this nature.
8. The Offeror is able to provide an appropriate description of how they will receive and install all necessary components and GFE for the simulator move and stand up a fully operational simulator using the NASA provided GFE, including a sufficient description of how they will interface with the independent contractor conducting the move itself.

B. Evaluation Factor #2 Performance Confidence Assessment. Only technically acceptable offers will be considered at this point in the process. The Contracting officer shall seek relevant past performance information on all Technically acceptable offerors using performance information based on (1) the past and present efforts provided by the offeror and (2) data independently obtained from other Government and commercial sources. Quotations not deemed "Technically Acceptable" will not be evaluated for Past Performance and Price. The purpose of the past performance evaluation is to allow the government to assess the offeror's ability to perform the effort described in this RFQ, based on the offeror's demonstrated present and past performance. The assessment process will result in an overall performance confidence assessment of Very High Level of Confidence, High Level of Confidence, Moderate Level of Confidence, Neutral (or Unknown Confidence), Low Level of Confidence, and Very Low Level of Confidence as defined in NASA Far Supplement (NFS) Section 1815.305. Relevant performance includes performance of efforts involving simulator bay leasing, operations, and maintenance services that are similar or greater in scope, magnitude and complexity than the effort described in this solicitation. Offerors with no relevant past or present performance history shall receive the rating "Neutral" meaning the rating is treated neither favorably nor unfavorably. Past performance regarding predecessor companies or sub-contractors that will perform major or critical aspects of the

requirement *will* be rated as highly as past performance information for the principal offeror. Conversely, key personnel who have relevant experience *will not* be rated as highly as past performance information for the principal offeror due to the commercial nature of this acquisition. In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFQ.

- C. Evaluation Factor #3 Price Evaluation. If the contracting officer determines that there is adequate price competition, the government shall rank all technically acceptable offers by price, including any option prices if applicable. An offeror's proposed prices will be determined by adding CLIN 001 – CLIN 006. FAR Clause 52.217-8 "Option to Extend Services (Nov 1999)" is applicable to this requirement and may be exercised within the limits and at the rates specified in the awarded contract. For evaluation of this option, the Government will multiply the monthly proposed rate of Option Year 4 (CLIN 006) of the contract by six (6) to determine the option's evaluated price. Price analysis techniques will be applied to the hourly burdened rates provided to ensure that the Government will pay for a fair and reasonable price. The Offerors' evaluated prices will be compared and presented to the Source Selection Authority.
- D. If the lowest priced offeror is not judged to have a Substantial Confidence performance confidence assessment, the next lowest priced offeror will be evaluated and the process will continue (in order by price) until an offeror is judged to have a Substantial Confidence performance assessment or until all offerors are evaluated. The SSA shall then make an integrated assessment best value award decision.
- E. Offerors are cautioned to submit sufficient information and in the format specified in Clause 52.212-1. Offeror's may be asked to clarify certain aspects of their quotation (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for quotation revision.
- F. The government intends to award a contract without discussions with respective offerors. The government, however, reserves the right to conduct discussions if deemed in its best interest.

(End of provision)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (OCT 2014).**

This order incorporates the following FAR and NASA FAR Supplement (NFS) clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated

by reference which require a fill-in by the Government, include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://farsite.hill.af.mil/>

NFS: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**☒ ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS.**

**A. FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES**

- 52.204-7 -- System for Award Management (Jul 2013)
- 52.204-13 – System for Award Management Maintenance (Jul 2013)
- 52.204-18 – Commercial and Government Entity Code Maintenance (Jul 2015)
- 52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- 52.246-11 -- Higher-Level Contract Quality Requirement (Dec 2014) Fill-in: N/A \*Check NF1707 for applicability

**B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18) CLAUSES**

- 1852.203-71 Requirement to Inform Employees of Whistleblower Rights (August 2014)
- 1852.215-84 Ombudsman (NOVEMBER 2011)
- 1852.223-72 Safety and Health (Short Form) (APRIL 2002)
- 1852.232-77 Limitation of Funds (Fixed-Price Contract) (MARCH 1989)
- 1852.237-72 Access to Sensitive Information (Jun 2005)
- 1852.237-73 Release of Sensitive Information (JUN 2005)
- 1852.246-72 Material Inspection and Receiving Report (Aug 2003)

**C. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (NFS) CLAUSES IN FULL TEXT AND APPLICABLE FEDERAL ACQUISITION REGULATION (FAR) CLAUSES IN FULL TEXT.**

**☒ ADDENDUM TO 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Mar 2015)**

“Unlimited rights” means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so. \*rights in data

Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(End of Clause Addendum)

**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.

**1852.216-78 FIRM FIXED PRICED (Dec 1988)**

The total firm fixed price of this contract is \$\_\_\_\_\_ To Be quoted\_\_\_\_\_

(End of Clause)

**1852.225-70 EXPORT LICENSES (FEB 2000)**

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Marshall Space Flight Center, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

**☒ 52.212-3 Offeror Representations and Certifications—Commercial Items (Dec 2014) with its Alternate I (Nov 2015)**

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent

directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents

that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of

this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

---

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full

compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of

available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror

shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:\_\_\_\_\_

Immediate owner legal name:\_\_\_\_\_

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

Yes or  No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:\_\_\_\_\_

Highest level owner legal name:\_\_\_\_\_

(Do not use a “doing business as” name)

(End of Provision)

*Alternate I (Oct 2014).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

*[The offeror shall check the category in which its ownership falls]:*

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea),

Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

**C3. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (NOV 2015).**

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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:

(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 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (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 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business 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 (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of [52.219-9](#)
- (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (iv) Alternate III (Oct 2015) 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 (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting 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. 657f).
- (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 Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (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 (Jan 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (28) 52.222-26, Equal Opportunity (Apr 2015) (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 (Oct 2015) (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) (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.)
- (36) (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.
- (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (39) (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.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (42) (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.
- (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
  - (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
  - (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
  - (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
  - (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
  - (54) (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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
  - (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 2014) (E.O. 13658).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).(v) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 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.)
- (xiii) 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)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 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.

(xviii) 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)

**(D). CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS:**

**LIST OF ATTACHMENTS**

The following documents are attached hereto and made a part of this request for quotation:

**Attachment A – Statement of Work**

**Attachment B – NASA Q1A Quality Requirements**

(End of Contract)