

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

1. REQUISITION NUMBER \_\_\_\_\_ PAGE 1 OF \_\_\_\_\_

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY _____ CODE _____	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: _____ % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____ 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO _____ CODE _____	16. ADMINISTERED BY _____ CODE _____
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17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY _____ CODE _____
TELEPHONE NO. _____	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>
	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 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 HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>		
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	31c. DATE SIGNED

**1. CONTINUATION OF THE SF 1449—SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

**A. BLOCKS 19–24 ARE COMPLETED AS FOLLOWS:**

CLIN 0001 has been broken into ordering periods to develop the pricing for the contract. Delivery orders issued shall incorporate the corresponding unit price based on the step-ladder (volume-discount) pricing of the corresponding ordering period. The average volume discount quantity price for 16 units times the number of units shall be used to determine the aggregate price for each ordering period and the maximum total amount. The unit price proposed for 16 units shall be used in evaluating proposed prices. The ordering periods are defined in the table at the end of the schedule.

Item No.	Supplies/Services	Maximum Quantity	Unit	Unit Price	Maximum Amount																				
0001	Digital Signal Processing Modules in accordance with technical specifications Ull required FSC 5840	390	EA.																						
	<b>Base ordering-period volume pricing</b>		EA.																						
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	Offerors are to fill in step-ladder (volume-discount) pricing.																								
	<b>Ordering-period 1 volume pricing</b>		EA.																						
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	<b>Ordering-period 2 volume pricing</b>		EA.																						
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	Offerors are to fill in step-ladder (volume-discount) pricing.																								
0002	Demonstrations units in accordance with technical specifications Ull required FSC 5840	2	EA.	\$ _____	\$ _____																				



**2. Addenda to FAR 52.212-4, CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB. 2012)****A. REQUIRED DELIVERY OR PERIOD OF PERFORMANCE**

- a. The effective period of this contract during which delivery orders may be issued is from date of contract award through 36 months thereafter.
- b. Each delivery order shall define its own delivery schedule. See Attachment 2 for sample delivery schedule.
- c. All deliverables required by CLINs 0001, 0002, 0003, 0004, and 0005 under each order shall be shipped FOB Destination, Naval Research Laboratory, Washington, DC 20375-5320, consigned to the following:

Authorized Government Representative  
[to be filled in]  
Naval Research Laboratory  
Contract Number N00173-13-D-[to be filled in]  
Delivery Order Number 0001  
Building 49  
Code [to be filled in]  
4555 Overlook Avenue, SW  
Washington, DC 20375-5320

- d. The place of performance shall be defined in each order.

**B. CONTRACT TYPE**

The government contemplates award of an indefinite-delivery, indefinite-quantity type contract with firm-fixed-price delivery orders resulting from this solicitation.

**C. DELIVERY-ORDER PROCEDURES FOR INDEFINITE QUANTITY CONTRACTS**

The following procedure shall be followed when placing delivery orders under this contract:

- (a) Only properly appointed contracting officers employed at the Naval Research Laboratory (NRL) shall issue delivery orders under this contract.
- (b) A DD Form 1155 will be issued for each delivery order. The DD Form 1155, "Order for Supplies or Services," shall constitute the instrument for the placement of requirements under this contract.
- (c) Delivery orders issued shall include, but not be limited to, the following information:
1. Date of order
  2. Contract number and delivery order number
  3. Accounting and appropriation data
  4. Delivery schedule
  5. Place of performance
- (d) The ceiling amount for each delivery order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the delivery order.

**D. AUTHORIZED GOVERNMENT REPRESENTATIVES**

Contract specialist—Patricia Woodhouse, code 3220, 202-404-2407, patricia.woodhouse@nrl.navy.mil.

Contracting officer—Susan Wilson, code 3220, 202-767-0666, susan.wilson@nrl.navy.mil.

Authorized government representative (AGR) for inspection and acceptance—[to be filled in], Code [to be filled in], Telephone number [to be filled in], e-mail [to be filled in].

Security Matters—Contracting officer for security, Code 1226, (202) 767-2240, DSN 297-2240, security-group@nrl.navy.mil.

Safety Matters—Head Safety Branch, Code 3540, (202) 767-2232, DSN 297-2232, safety@nrl.navy.mil.

**E. PAYMENT AND INVOICE INSTRUCTIONS**

DFARS 252.232-7006, Wide Area Workflow Payment Instructions (June 2012)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The contractor shall use the following document type(s): Invoice and Receiving Report (Combo)

Note: If a “Combo” document type is identified but not supportable by the contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.

(2) Inspection/acceptance location. The contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination

(3) Document routing. The contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

**Routing Data Table\***

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00173
Admin DoDAAC	S2101A
Inspect By DoDAAC	N00173
Ship To Code	N00173 Extension 8100
Ship From Code	N00173 Extension 8100
Mark For Code	N/A
Service Approver (DoDAAC)	N00173
Service Acceptor (DoDAAC)	N00173
Accept at Other DoDAAC	N/A
LPO DoDAAC	N00173
DCAA Auditor DoDAAC	HAA211
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF e-mail notifications. The contractor shall enter the e-mail address identified below in the "Send Additional E-Mail Notifications" field of WAWF once a document is submitted in the system.

[to be filled in]

[to be filled in]

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact.

(1) The contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Donna Washington, donna.washington@nrl.navy.mil or 202-767-0547

Jovanka Caton-Campbell, jovanka.caton@nrl.navy.mil or 202-404-3557

Clara O'Neal, clara.oneal@nrl.navy.mil or 202-767-2120

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## **F. UNCLASSIFIED CONTRACT**

This is an unclassified contract. Therefore, access to classified information or work in a classified area is not authorized.

### 3. OFFEROR REPRESENTATIONS AND CERTIFICATIONS

The contractor's Online Representations and Certifications Application (ORCA) valid from [to be filled in] to [to be filled in] are incorporated herein by reference.

### 4. FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
 Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (Aug 1996)(31 U.S.C 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Pub. L. 108-77, 108-78).

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-15).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).
- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (11) [Reserved]
- (12) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011)(15 U.S.C. 644).
- (12) (ii) Alternate I (Nov 2011).
- (12) (iii) Alternate II (Nov 2011).
- (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- (13) (ii) Alternate I (Oct 1995) of 52.219-7.
- (13) (iii) Alternate II (Mar 2004) of 52.219-7.
- (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637(d)(4)).
- (15)(ii) Alternate I (Oct 2001) of 52.219-9.
- (15)(iii) Alternate II (Oct 2001) of 52.219-9.
- (15) (iv) Alternate III (Jul 2010) of 52.219-9.

- (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). (In accordance with DDP Memo dated 12 Mar 2010, DAR Tracking Number 2010-O0006, Immediate Cessation of the Use of Price Evaluation Adjustment for Small Disadvantaged Businesses, this clause is suspended in DoD. Effective until incorporated into the FAR or DFARS or until rescinded.)
- (19) (ii) Alternate I (June 2003) of 52.219-23. (In accordance with DDP Memo dated 12 Mar 2010, DAR Tracking Number 2010-O0006, Immediate Cessation of the Use of Price Evaluation Adjustment for Small Disadvantaged Businesses, this clause is suspended in DoD. Effective until incorporated into the FAR or DFARS or until rescinded.)
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

**THE FOLLOWING IS FILL-IN DATA FOR CLAUSE 52.212-5 PARA (b)(19):**

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.

*[Contractor to sign and date and insert authorized signer's name and title].*

- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (1 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012)(E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action For Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (Sep 2010)(38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights under the National Labor relations Act (Dec 2010) E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (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.)
- (35) (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42.U.S.C. 8259b).
- (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (37) (ii) Alternate I, (Dec 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011).
- (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (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 and 112-42).
- (40) (ii) Alternate I (Mar 2012) of 52.225-3.
- (40) (iii) Alternate II (Mar 2012) of 52.225-3.
- (40) (iv) Alternate III (Mar 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (42) 52.225-13, Restriction on Certain Foreign Purchases (Jun 2008)(E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- (45) 52.232-29, Terms for financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 522(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)(31.U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999)(31.U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (51) (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).
- (51) (ii) Alternate I (Apr 2003) of 52.247-64.

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

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351 *et seq.*).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009)(41 U.S.C. 351 *et seq.*).
- (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-10, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007), (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104 (g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraphs (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUNE 2012)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- |                                     |           |              |   |
|-------------------------------------|-----------|--------------|---|
| <input checked="" type="checkbox"/> | (1)       | 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).  |
| <input checked="" type="checkbox"/> | (2)       | 252.203-7003 | Agency Office of the Inspector General (Apr 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).  |
| <input checked="" type="checkbox"/> | (3)       | 252.205-7000 | Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).  |
| <input type="checkbox"/>            | (4)       | 252.219-7003 | Small Business Subcontracting Plan (DoD Contracts) (June 2012) (15 U.S.C. 637).   |
| <input type="checkbox"/>            | (5)       | 252.219-7004 | Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).  |
| <input checked="" type="checkbox"/> | (6)(i)    | 252.225-7001 | Buy American Act and Balance of Payment Program (June 2012) (41 U.S.C. chapter 83, E.O. 10582).   |
| <input type="checkbox"/>            | (6)(ii)   | 252.225-7001 | Alternate I (OCT 2011) of 252.225-7001.   |
| <input type="checkbox"/>            | (7)       | 252.225-7008 | Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C.2533b).   |
| <input type="checkbox"/>            | (8)       | 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals (June 2012) (10 U.S.C. 2533b).   |
| <input checked="" type="checkbox"/> | (9)       | 252.225-7012 | Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).   |
| <input type="checkbox"/>            | (10)      | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).   |
| <input type="checkbox"/>            | (11)      | 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts). |
| <input type="checkbox"/>            | (12)      | 252.225-7017 | Photovoltaic Devices (June 2012) (Section 846 of Pub. L. 111-383).  |
| <input type="checkbox"/>            | (13)(i)   | 252.225-7021 | Trade Agreements (June 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).   |
| <input type="checkbox"/>            | (13)(ii)  | 252.225-7021 | Alternate I (OCT 2011) of 252.225-7021.   |
| <input type="checkbox"/>            | (13)(iii) | 252.225-7021 | Alternate II (OCT 2011) of 252.225-7021.  |
| <input type="checkbox"/>            | (14)      | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).  |
| <input type="checkbox"/>            | (15)      | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).   |
| <input type="checkbox"/>            | (16)(i)   | 252.225-7036 | Buy American Act—Free Trade Agreements—Balance of Payments Program (June 2012) (41 U.S.C. chapter 83, and 19 U.S.C. 3301 note).                                     |
| <input type="checkbox"/>            | (16)(ii)  | 252.225-7036 | Alternate I (June 2012) of 252.225-7036.  |
| <input type="checkbox"/>            | (16)(iii) | 252.225-7036 | Alternate II (June 2012) of 252.225-7036.   |
| <input type="checkbox"/>            | (16)(iv)  | 252.225-7036 | Alternate III (June 2012) of 252.225-7036.  |

- |                                     |           |              |  |
|-------------------------------------|-----------|--------------|--|
| <input type="checkbox"/>            | (16)(v)   | 252.225-7036 | Alternate IV (June 2012) of 252.225-7036.  |
| <input type="checkbox"/>            | (16)(vi)  | 252.225-7036 | Alternate V (June 2012) of 252.225-7036.   |
| <input type="checkbox"/>            | (17)      | 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).  |
| <input type="checkbox"/>            | (18)      | 252.225-7039 | Contractors Performing Private Security Functions (June 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).                                    |
| <input checked="" type="checkbox"/> | (19)      | 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts). |
| <input type="checkbox"/>            | (20)      | 252.227-7013 | Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).   |
| <input checked="" type="checkbox"/> | (21)      | 252.227-7015 | Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).  |
| <input checked="" type="checkbox"/> | (22)      | 252.227-7037 | Validation of Restrictive Markings on Technical Data (June 2012), if applicable (see 227.7102-4(c)).   |
| <input checked="" type="checkbox"/> | (23)      | 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).   |
| <input checked="" type="checkbox"/> | (24)      | 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)  |
| <input type="checkbox"/>            | (25)      | 252.237-7019 | Training for Contractor Personnel Interacting With Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375)  |
| <input checked="" type="checkbox"/> | (26)      | 252.243-7002 | Requests For Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).   |
| <input type="checkbox"/>            | (27)      | 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).  |
| <input type="checkbox"/>            | (28)      | 252.247-7003 | Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).  |
| <input checked="" type="checkbox"/> | (29)(i)   | 252.247-7023 | Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).   |
| <input type="checkbox"/>            | (29)(ii)  | 252.247-7023 | Alternate I (MAR 2000) of 252.247-7023.  |
| <input type="checkbox"/>            | (29)(iii) | 252.247-7023 | Alternate II (MAR 2000) of 252.247-7023.   |
| <input type="checkbox"/>            | (29)(iv)  | 252.247-7023 | Alternate III (MAY 2002) of 252.247-7023.  |
| <input type="checkbox"/>            | (30)      | 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).   |
| <input type="checkbox"/>            | (31)      | 252.247-7027 | Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).  |

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7039, Contractors Performing Private Security Functions (June 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (2) 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data—Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (June 2012) , if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of

Public Law 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the cost Bearer (SEP 2010)  
(Section 884 of Public Law 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

## 5. ADDITIONAL FAR AND DFARS

### Clauses Incorporated by Reference

• **FAR 52.204-2 SECURITY REQUIREMENTS** (AUG 1996) (IAW FAR 4.404(a))

• **FAR 52.216-19 ORDER LIMITATIONS** (OCT 1995)

(IAW FAR 16.506(b))

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 2, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 390;

(2) Any order for a combination of items in excess of 390; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

• **FAR 52.216-22, Indefinite Quantity (Oct. 1995) (IAW FAR 16.506(e))**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated in the schedule. The quantities of supplies and services specified in the schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The contractor shall furnish to the government, when and if ordered, the supplies or services specified in the schedule up to and including the quantity designated in the schedule as the "maximum." The government shall order at least the quantity of supplies or services designated in the schedule as the "minimum."

(c) Except for any limitations on quantities in the delivery-order limitations clause or in the schedule, there is no limit on the number of orders that may be issued. The government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, provided that the contractor shall not be required to make any deliveries under this contract after 31 December 2016.

• **DFARS 252.204-7008 EXPORT-CONTROLLED ITEMS** (APR 2010) (IAW DFARS 204.7304)

• **DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION** (JUN 2011) (IAW DFARS 211.274-6(a), DFARS 212.301(f)(vi))

(a) *Definitions.* As used in this clause—

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/pdi/uid/iuid/equivalents.html> .

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

- (i) All delivered items for which the Government’s unit acquisition cost is \$5,000 or more.
- (ii) The following items for which the Government’s unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	None
*Items less than \$5,000, which require UID, will be specifically identified in the schedule.	None

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number (See Schedule as Applicable).

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at [http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html)

• **DFARS 252.216-7006 ORDERING** (MAY 2011)

(IAW DFARS 216.506(a))

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from.

## **6. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

- A. Exhibit A, Contract Data Requirements List, DD 1423
- B. Exhibit B, DD Form 254
- C. Attachment 1, Export-Controlled Information and Technology Certification
- D. Attachment 2, Draft Delivery Schedule

## 7. SOLICITATION PROVISIONS

### • FAR 52.212-2. EVALUATION—COMMERCIAL ITEMS (Jan. 1999)

(a) The government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the government, price and other factors considered. The following factors shall be used to evaluate offers: (1) pass-fail scoring of salient characteristics of offered product as compared with the technical specifications, (2) offeror's past performance, (3) offeror's production capability (rate of production), and (4) price. Technical, past performance, and production capability factors are, when combined, significantly more important than price.

The unit price proposed to include 16 units shall be used in evaluating proposed prices.

(b) Options. The government will evaluate offers for award purposes by adding the total price for all options, if included, 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.

### • FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

*"Economically disadvantage 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) Extracted from any person under the age of 18 under the menace of 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.

*"Inverted domestic corporation,"* as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

*"Manufactured end product"* means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

*“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 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 Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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 (o) 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 ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will 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, for general statistical purposes, 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:

(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either--

(A) It  **is**,  **is not** certified by the Small Business Administration as a small disadvantaged business concern and identified on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth or each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  **has**,  **has not** submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as a part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture: *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(11) *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)(11)(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 either 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 payment of reasonable compensation were made.

(f) *Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--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 Act—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 Act--Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--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, 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 Act—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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

**Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, 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) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act":

**(ii) Canadian End Products:**

Line Item No.
_____
_____
[List as necessary]

(3) *Buy American Act--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 Act--Free Trade Agreements--Israeli Trade Act":

**Canadian or Israeli End Products:**

Line Item No.	Country Of Origin
_____	_____
_____	_____
[List as necessary]	

(4) *Buy American Act—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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":  
**Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, 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 America Act. 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 criminal tax laws, or receiving stolen property;

(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 \$3,000 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. section 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. section 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. section 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. section 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 (j)(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 Products.**

Listed End Product

Listed Countries of Origin

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

(i) The offeror will not supply any end product listed in paragraph (j)(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 (j)(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 Act.* (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.)  
(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 Act 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.

(l) *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 a central contractor registration database to be eligible for award.)  
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

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

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

(o) *Sanctioned activities 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; and

(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.

(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.

• **FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS—  
ALTERNATE I** (APR 2011)

As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(c)(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) 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, U.S. Trust Territory of the Pacific Islands (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.

**ADDENDUM TO PROVISION 52.212-1****• FAR 52.207-4 ECONOMIC PURCHASE QUANTITY—SUPPLIES (AUG 1987)**

- (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.
- (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

**OFFEROR RECOMMENDATIONS**

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUOTATION</u>	<u>PRICE TOTAL</u>
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- (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**• FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  **has**  **does not have** current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

- (iii) In an administrative proceeding, a finding of fault and liability that results in—
- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

• **FAR 52.225-18 PLACE OF MANUFACTURE (SEP 2006)**

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

(b) 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.**

• **FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION (NOV 2011)**

• **DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)**

• **DFARS 252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)**

• **DFARS 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)**

(a) In accordance with section 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where

the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It **is**  **is not**  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It **is**  **is not**  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

• **DFARS 252.212-7000, Offeror Representations and Certifications—Commercial Items (June 2005)**

(a) Definitions. As used in this clause—

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at [252.247-7024](#), Notification of Transportation of Supplies by Sea.

(End of provision)

Exhibit A

CONTRACT DATA REQUIREMENTS LIST <i>(2 Data Items)</i>						Form Approved OMB No. 0704-0188		
<small>The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>								
A. CONTRACT LINE ITEM NO. ALL		B. EXHIBIT A		C. CATEGORY: TDP <input checked="" type="checkbox"/> TM _____ OTHER _____				
D. SYSTEM/ITEM Digital Signal Processing Module			E. CONTRACT/PR NO. N00173-13-R-PW04		F. CONTRACTOR			
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Demonstration Unit Test Data and Compliance Matrix				3. SUBTITLE			
4. AUTHORITY <i>(Data Acquisition Document No.)</i> n/a			5. CONTRACT REFERENCE Specification		6. REQUIRING OFFICE NRL, Code 5740			
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED C	10. FREQUENCY 1 Time		12. DATE OF FIRST SUBMISSION 30 days ARO		14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE Award		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES	
						Draft	Final	Repro
16. REMARKS 1 electronic copy, 1 hard copy of deliverable via FedEx, to code 5740 and 1 electronic copy to Patricia Woodhouse. "30 days ARO" means 30 days after receipt of delivery order 0001.  Compliance Matrix to be comprised of a matrix that encompasses the requirements in the specification, the type of verification (i.e., inspection, test, demonstration, analysis), and a form of acknowledgement (i.e., initials, signature of test personnel) for each requirement. A cover sheet with names and signatures shall accompany the compliance matrix.						Code 5740	2	
						Patricia Woodhouse	1	
						15. TOTAL →		
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Production Unit Test Procedures, Block Diagram of Test System, and Sample Test Data Sheet				3. SUBTITLE			
4. AUTHORITY <i>(Data Acquisition Document No.)</i>			5. CONTRACT REFERENCE Specification		6. REQUIRING OFFICE NRL, Code 5740			
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED C	10. FREQUENCY		12. DATE OF FIRST SUBMISSION 30 days ARO		14. DISTRIBUTION		
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						Draft	Final	Repro
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						Patricia Woodhouse	1	
						15. TOTAL →		
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

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D. SYSTEM/ITEM Digital Signal Processing Module			E. CONTRACT/PR NO. N00173-13-R-PW04		F. CONTRACTOR n/a									
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Operating and Technical Manuals				3. SUBTITLE									
4. AUTHORITY (Data Acquisition Document No.) n/a			5. CONTRACT REFERENCE			6. REQUIRING OFFICE NRL, Code 5740								
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED C	10. FREQUENCY 1 Time		12. DATE OF FIRST SUBMISSION 30 days ARO		14. DISTRIBUTION								
8. APP CODE		11. AS OF DATE Award		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES							
						Draft	Final	Repro						
16. REMARKS 1 electronic copy, 1 hard copy of deliverable via FedEx, to code 5740 and 1 electronic copy to Patricia Woodhouse. "30 days ARO" means 30 days after receipt of delivery order 0001.  Soft and hard copies of all documentation necessary to utilize resources required by this specification. This includes but is not limited to the following: • Hardware documentation sufficient for the buyer to reproduce the equivalent functionality of any Intellectual Property used in the DSPM Demonstration. This shall include documentation on all DSP Critical Devices, all other devices on the DSP Critical Path, and details regarding the interconnection of these devices. • Software documentation for any Intellectual Property (IP) incorporated into the DSPM Demonstration sufficient such that the buyer can incorporate the Intellectual Property into other designs on the same module.						Code 5740	2							
						Patricia Woodhouse	1							
						15. TOTAL →						0	3	0
						1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM DSPM Unit Test Data				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Specification			6. REQUIRING OFFICE NRL, Code 5740								
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED C	10. FREQUENCY Each Unit		12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION								
8. APP CODE		11. AS OF DATE Award		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES							
						Draft	Final	Repro						
16. REMARKS 1 electronic copy, 1 hard copy of deliverable via FedEx, to code 5740 and 1 electronic copy to Patricia Woodhouse. "30 days ARO" means 30 days after receipt of delivery order 0001.  Submitted with each production unit.  ASREQ means "as required".						Code 5740	2							
						Patricia Woodhouse	1							
						15. TOTAL →						0	3	0
						G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE	

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<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <p style="text-align: center;"><b>SECRET</b></p> b. LEVEL OF SAFEGUARDING REQUIRED <p style="text-align: center;"><b>SECRET</b></p>																																																																																					
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>			<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>																																																																																						
a. PRIME CONTRACT NUMBER  		<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i> DATE (YYYYMMDD) 2012/10/17																																																																																						
b. SUBCONTRACT NUMBER  			b. REVISED <i>(Supersedes all previous specs)</i> REVISION NO.	DATE (YYYYMMDD)																																																																																					
c. SOLICITATION OR OTHER NUMBER 57-4000-13		DUE DATE (YYYYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i> DATE (YYYYMMDD)																																																																																					
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.																																																																																									
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.																																																																																									
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>																																																																																									
a. NAME, ADDRESS, AND ZIP CODE FOR RFP PURPOSES ONLY; NOT VALID FOR ACTUAL CONTRACT AWARD		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> N/A																																																																																						
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<b>8. ACTUAL PERFORMANCE</b>																																																																																									
a. LOCATION N/A		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> N/A																																																																																						
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> FRBRICATE AND DELIVER A QUANTITY OF DIGITAL SIGNAL PROCESSING MODULES (DSPM) AND PROVIDE TECHNICAL SUPPORT TO NRL FOR THE INTEGRATION OF THE DSPM INTO AN NRL EW SYSTEM.																																																																																									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">10. CONTRACTOR WILL REQUIRE ACCESS TO:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> <th style="width: 35%;">11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> </tr> </thead> <tbody> <tr> <td>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>b. 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**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release  Direct  Through (Specify)

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 5740

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prospective contractor's must 1) have the required SECRET facility clearance at the time of proposal submission and 2) personnel available with favorably adjudicated investigations and final DoD granted personnel security clearances required for the performance of the contract.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract.  Yes  No  
 (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office.  Yes  No  
 (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
VICKI CICALA	CONTRACTING OFFICER, SECURITY	(202) 767-2240/2576

d. ADDRESS (Include Zip Code)  
 NAVAL RESEARCH LABORATORY  
 4555 OVERLOOK AVE. SW  
 WASHINGTON, DC 20375-5320

e. SIGNATURE  


**17. REQUIRED DISTRIBUTION**

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY 1230, 1222, 5740, 5702

## EXPORT-CONTROLLED INFORMATION AND TECHNOLOGY

The undersigned, empowered to bind the contractor and to make export-control representations before the United States Government on behalf of the contractor, represents and certifies that it is obligated to and will comply with all applicable United States laws and regulations regarding the export of information and technology before providing or disclosing (anywhere in the world) any export controlled articles, services, or information to any individual or entity (including, but not limited to, the contractor's employees, affiliates, consultants, and subcontractors at all tiers) that or who is not a United States person (as defined in the International Traffic in Arms Regulations). Further, this representation and certification shall be required by the offeror/contractor from all of its affiliates, consultants, and subcontractors (at all tiers) participating in the response to this solicitation.

\_\_\_\_\_  
Certified by (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Title (including whether signatory is an Empowered Official)

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Name of business/organization

\_\_\_\_\_  
URL

**Attachment 2**  
**Proposed Delivery Schedule for Delivery Order 0001**

Each delivery order shall define its own delivery schedule.

The desired delivery schedule is as follows:

<b>Number of months from receipt of order</b>	<b>Number of MPMs</b>	<b>Running total number of delivered units</b>
4	16	16
5	16	32
6	16	48
7	16	64
8	16	80
9	16	96
10	16	112