

**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 _____ 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 _____ 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:

Item No.	Schedule of Supplies/Services	Qty.	Unit	Unit Price	Amount
0001	Atomic force microscope–nanoscale infrared spectroscopy microscope with tunable infrared laser and vibration isolation table in compliance with Section C, specifications Ull required FSC 6640 FOB Destination Delivery within 16 weeks from date of award	1	EA		
0002	Installation and testing in accordance with specifications FSC 6640 FOB Destination Delivery within 16 weeks from date of award	1	Lot		
0003	Training in accordance with specifications FOB Destination FSC 6640 Delivery within 16 weeks from date of award	4	Days		
0004	Warranty, standard commercial	1	Lot	NSP*	NSP
0005	Documentation in accordance with specifications FOB Destination FSC 6640 Delivery within 16 weeks from date of award	1	Lot		
	Optional Items				
0006 (optional)	Lorentz force excitation of cantilever oscillations in accordance with specifications at 7.1 Ull required FSC 6640 FOB Destination Delivery within 16 weeks from date of award	1	Lot		
0007 (optional)	Polarization orientation in accordance with specifications at 7.2 Ull required FSC 6640 FOB Destination Delivery within 16 weeks from date of award	1	Lot		

*NSP = not separately priced

B. Block 25 is completed as shown on Attachment 2.

2. ADDENDA TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB. 2012)

A. REQUIRED DELIVERY OR PERIOD OF PERFORMANCE

All deliverables required by CLINs 0001 and 0002 shall be shipped FOB Destination, Naval Research Laboratory, Washington, DC 20375-5320, consigned to the following:

Authorized Government Representative

*

Naval Research Laboratory

Contract Number : *

Building: *

Code: *

4555 Overlook Avenue, SW

Washington DC 20375-5320

The place of performance shall be at the contractor's facility.

* To be filled in at time of award

B. AUTHORIZED GOVERNMENT REPRESENTATIVES

Authorized government representative (AGR) for inspection and acceptance—*, Code *, Telephone number *, e-mail *

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.

*To be filled in at time of award

C. 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 Work Flow (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	[to be filled in]
Issue By DoDAAC	N00173
Admin DoDAAC	[to be filled in]
Inspect By DoDAAC	N00173
Ship To Code	N00173 Extension [to be filled in]
Ship From Code	N00173 Extension [to be filled in]
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	[to be filled in]
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]

(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)

3. FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Jan. 2013)

(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 (Sept. 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 (June 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug. 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (July 2010) (Pub. L. 111-5).
- (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 Public Law 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 Aside (Nov. 2011) (15 U.S.C. 644).
 - (ii) Alternate I (Nov. 2011).
 - (iii) Alternate II (Nov. 2011).
- (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct. 1995) of 52.219-7.
 - (iii) Alternate II (Mar. 2004) of 52.219-7.
- (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).)
 - (ii) Alternate I (Oct. 2001) of 52.219-9.
 - (iii) Alternate II (Oct. 2001) of 52.219-9.
 - (iv) Alternate III (July 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).
 - (ii) Alternate I (June 2003) of 52.219-23.

- (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 Service-Disabled Veteran-Owned Small Business Set-Aside (Nov. 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr. 2012) (15 U.S.C. 632(a)(2)).
(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) (15 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 (July 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 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).
 (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 (Nov. 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, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 (ii) Alternate I (Mar. 2012) of 52.225-3.
 (iii) Alternate II (Mar. 2012) of 52.225-3.
 (iv) Alternate III (Nov. 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (Nov. 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (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. 255(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).
- (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) 52.222-17, Nondisplacement of Qualified Workers (Jan. 2013) (E.O. 13495).
- (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep. 2008) (31 U.S.C. 5112(p)(1)).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any

record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (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) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(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 paragraph (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.

(End of Clause)

4. DFARS 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Feb. 2013)

(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 a 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.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (Sep. 2011) (Section 847 of Pub. L. 110-181).

(2) 252.203-7003, Agency Office of the Inspector General (Dec. 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (Dec. 1991) (10 U.S.C. 2416).

(4) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (Aug. 2012) (15 U.S.C. 637).

(5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (Jan. 2011) (15 U.S.C. 637 note).

(6)(i) 252.225-7001, Buy American and Balance of Payments Program (Dec. 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) Alternate I (Oct. 2011) of 252.225-7001.

(7) 252.225-7008, Restriction on Acquisition of Specialty Metals (July 2009)(10 U.S.C. 2533b).

(8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (June 2012) (10 U.S.C. 2533b).

(9) 252.225-7012, Preference for Certain Domestic Commodities (Feb. 2013) (10 U.S.C. 2533a).

(10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (June 2005) (10 U.S.C. 2533a).

(11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (June 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) 252.225-7017, Photovoltaic Devices (Dec. 2012) (Section 846 of Pub. L. 111-383).

(13)(i) 252.225-7021, Trade Agreements (Dec. 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) Alternate I (Oct. 2011) of 252.225-7021.

(iii) Alternate II (Oct. 2011) of 252.225-7021.

(14) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (Apr. 2003) (22 U.S.C. 2779).

(15) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (Apr. 2003) (22 U.S.C. 2755).

(16)(i) 252.225-7036, Buy American—Free Trade Agreements—Balance of Payments Program (Dec. 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) Alternate I (June 2012) of 252.225-7036.

(iii) Alternate II (Nov. 2012) of 252.225-7036.

(iv) Alternate III (June 2012) of 252.225-7036.

(v) Alternate IV (Nov. 2012) of 252.225-7036.

(17) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (June 2005) (10 U.S.C. 2534(a)(3)).

(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).

(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).

(20) 252.227-7013, Rights in Technical Data—Noncommercial Items (Feb. 2012), if applicable (see 227.7103-6(a)).

(21) 252.227-7015, Technical Data—Commercial Items (Dec. 2011) (10 U.S.C. 2320).

- (22) 252.227-7037, Validation of Restrictive Markings on Technical Data (June 2012), if applicable (see 227.7102-4(c)).
- (23) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (Mar. 2008) (10 U.S.C. 2227).
- (24) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (Nov. 2010) (Section 1038 of Pub. L. 111-84)
- (25) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (Sep. 2006) (Section 1092 of Pub. L. 108-375).
- (26) 252.243-7002, Requests for Equitable Adjustment (Dec. 2012) (10 U.S.C. 2410).
- (27) 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (Oct. 2010) (Section 807 of Pub. L. 111-84).
- (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).
- (29)(i) 252.247-7023, Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).
 - (ii) Alternate I (Mar. 2000) of 252.247-7023.
 - (iii) Alternate II (Mar. 2000) of 252.247-7023.
 - (iv) Alternate III (May 2002) of 252.247-7023.
- (30) 252.247-7024, Notification of Transportation of Supplies by Sea (Mar. 2000) (10 U.S.C. 2631).
- (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 Pub. L. 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sep. 2010) (Section 884 of Pub. L. 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).

(End of clause)

5. ADDITIONAL FAR AND DFARS CLAUSES

Clauses Incorporated by Reference

- FAR 52.211-15, Defense Priority and Allocation Requirement (Apr. 2008)
- DFARS 252.232-7010, Levies on Contract Payments (Dec. 2006)

Clauses Included in Full Text

• DFARS 252.211-7003 Item Identification and Valuation (June 2011)

(a) Definitions. As used in this clause—

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means—

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by Department of Defense (DoD). All DoD recognized unique identification equivalents are listed at www.acq.osd.mil/dpap/pdi/uid/iuidequivalents.html.

“DoD unique item identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means—

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the contractor’s estimated fully burdened unit cost to the government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the contractor’s estimated fully burdened unit cost to the government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise (i.e., Dun and Bradstreet’s Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/ Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health

Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“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 www.acq.osd.mil/dpap/pdi/uid/uiitypes.html.

(b) The contractor shall deliver all items under a contract line, subline, or exhibit line item.

(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:

None

(iii) Subassemblies, components, and parts embedded within delivered items as specified in None.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The contractor shall ensure that—

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology—EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard. (B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard

15434), in accordance with ISO/IEC International Standard 15418, Information Technology—EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard. (C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media. (4) Unique item identifier.

(i) The contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the

part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information: (1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at www.acq.osd.mil/dpap/pdi/uid/datasubmissioninformation.html.

(g) Subcontracts. If the contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

6. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

A. Attachment 1, Specifications

B. Attachment 2, Accounting and Appropriation Data [to be provided at time of award]

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) Technical capability of the item offered to meet the government's specifications, (2) offeror's past performance, (3) price. Technical and past performance factors, when combined, are approximately equal to the price factor.

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

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

(End of provision)

• FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC. 2012)

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

"Forced or indentured child labor" means all work or service—

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

"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 the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications 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 is to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, 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 of 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 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 to the Equal Opportunity clause of this solicitation; and
- (ii) It has, has not, filed all required compliance reports.

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

- (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

(f) Buy American 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, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American 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, Panamanina, 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, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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, Panamanian, 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, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American 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 Federal criminal tax laws, or receiving stolen property; and

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

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

(k) Certificates regarding exemptions from the application of the Service Contract 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.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract 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) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

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

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at www.treasury.gov/ofac/downloads/t11sdn.pdf).

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

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

Alternate I (Apr. 2011)

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) 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 or 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.

(End of Provision)

● **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—

<input type="checkbox"/> Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
<input type="checkbox"/> 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)

8. ADDITIONAL FAR AND DFARS PROVISIONS BY REFERENCE

- FAR 52.211-14, Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr. 2008)
- DFARS 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan. 2009)

Atomic Force Microscope - Nanoscale Infrared Spectroscopy

Microscope (AFM-NISM)

1.0 Scope

The Naval Research Laboratory (NRL), Washington, DC, requires an Atomic Force Microscope – Nanoscale Infrared Spectroscopy Microscope (AFM-NISM) capable of *simultaneously* providing AFM topographic imaging with nanometer-scale resolution (detailed required specifications in following sections), nanoscale infrared spectra (NISM) with sub-wavelength (100 nm or less) spatial resolution, mechanical characterization of the sample with similar spatial resolution, and thermal imaging, including Scanning Thermal Microscopy (SThM). The instrument will consist of an atomic force microscope coupled with a pulsed, tunable infrared laser in an attenuated total reflectance (ATR) configuration. The NISM component of the instrument will function by interrogating the sample with pulsed IR laser radiation. The pulsed radiation is selectively absorbed, causing rapid sample expansion, which is detected by the resulting mechanical deflection of the AFM probe: a technique sometimes known as photothermal induced resonance (PIR). This instrument will provide the capability to measure the IR spectra of samples such as stacked polymer films and biological materials, especially cells; the spectra will be acquired at a spatial resolution unattainable with conventional optical microscopes. In addition to NISM, the instrument will also measure contact resonance frequencies by PIR to map variations in the sample's mechanical properties. An additional capability will be nanoscale thermal analysis with a heated probe to ramp the local sample temperature, enabling monitoring of thermal transitions by cantilever deflection and scanned thermal microscopy. The NISM system will be delivered to building 250, room 126. This is a multiple-user facility, and the system must therefore be user-friendly for performing standard measurements and analyses, as well as provide ease of maintenance, troubleshooting, and calibration.

2.0 Atomic Force Microscope - NanoScale Infrared Spectroscopy Microscope (CLIN 0001)

2.0.1 The required system must be capable of atomic force microscopy (AFM) imaging, automated infrared spectral imaging, thermal imaging, and mechanical property imaging. An optical microscope must also be incorporated to allow tip and sample positioning. An integrated camera coupled to a computer display must be provided for imaging the tip relative to the sample through an optical microscope. The optical imaging system must allow the ability to image both the cantilever and the sample surface.

2.0.2 AFM imaging: The required system must be capable of automated imaging and spectral imaging. The AFM must be capable of operation in contact, intermittent contact (tapping), lateral force, force modulation, and force calibration modes. The AFM must be capable of 2 nm lateral resolution imaging.

2.0.3 The scanning stage of the system must be capable of imaging over a 100 micron distance in the X and Y directions and 6 microns in the z direction. The lateral and vertical noise must be less than 3 and 0.2 nm RMS in the (X and Y) and Z directions, respectively. The scanning stage must also be capable of coarse manual control over a range of 8x8 mm. The scanning stage must also allow incorporation of an ATR element through which pulsed IR laser radiation is transmitted to the sample for NISM.

2.0.4 Nanoscale Infrared Spectroscopy: This operational mode must be capable of collecting an infrared spectrum at each pixel in an image. The system must be capable of simultaneously delivering laser light to the sample-ATR element interface over the specified wavelength range and transducing the thermal expansion signal via the probe tip with sub-100 nm horizontal resolution.

2.0.5 Thermal Properties of Materials Analysis: The required system must be capable of Scanning Thermal Microscopy (SThM), to include thermal conductivity, heat capacity, and glass transition temperature measurements, with sub-100 nm resolution. Heatable AFM probes (capable of reaching 400 C) must be used to ramp the local sample temperature, and thermal transitions must be simultaneously monitored by cantilever deflection. The method must also allow heated lithography techniques. The signal collected in this mode must be recorded and correlated with position as the sample is raster scanned. All hardware and software necessary for this mode of operation must be included.

2.0.6 Mechanical Properties Analysis: The system must allow the AFM probe ringdown and contact resonance frequency to be measured following IR laser pulses in NISM mode. The signal collected in this mode must be recorded and correlated with position as the sample is raster scanned. This method must utilize specialized AFM probes through which an AC current can be applied to the cantilever under the influence of an external magnetic field. All hardware and software necessary for this mode of operation must be included.

2.1 Light Sources and Alignment Requirements

2.1.1 System must include a pulsed, tunable IR excitation optical parametric oscillator (OPO) laser with the following minimum requirements: emission from 900-2000, and 2235-3600 cm^{-1} , spectral linewidth $\leq 8 \text{ cm}^{-1}$, power $\geq 0.5 \text{ mW}$, spot size ≥ 10 microns, repetition rate $\geq 1\text{kHz}$, with computer-controlled attenuation.

2.1.2 System must include all hardware necessary for coupling and aligning the laser (described in 2.1.11) and sample with an architecture that permits the user to manipulate the intensity of the laser beam.

2.1.3 The system must include a reference detector for calibrating incident IR laser intensity. Software functions must allow storage of reference IR spectra and subsequent subtraction from sample IR spectra measured at the AFM probe.

2.2 Microscope Optics

2.2.1 Microscope must include an objective for viewing the sample from above at $\geq 10\times$ magnification with a minimum spatial resolution of 1.5 microns.

2.2.2 A white-light source must be included for bright-field microscopy.

2.3 Scanning, Stage, and Sample Requirements

2.3.1 Sample scanning stage must be included and conform to the following minimum requirements: (i) fine control of stage position through closed loop feedback sensors, maximum scan range in the x- and y-directions $\geq 100 \mu\text{m}$ with independent closed-loop

linearization, maximum z range $\geq 6 \mu\text{m}$, lateral noise $\leq 3 \text{ nm}$, z-resolution $\leq 0.2 \text{ nm}$, (ii) additional XY coarse control with micrometer-resolution over a range $\geq 8 \times 8 \text{ mm}$.

2.3.2 System must be capable of accommodating samples up to 40 mm in diameter for non-NISM measurements. NISM measurements must be possible over an area $\geq 6 \text{ mm} \times 10 \text{ mm}$ on the ATR element. The maximum sample height for non-IR applications is $\geq 3 \text{ mm}$. The maximum sample height for nanoscale infrared spectroscopy is $\geq 2 \text{ microns}$.

2.3.3 System must be capable of scanning the sample while the microscope objective and NISM probe tip remain fixed along the optical axis.

2.4 Nanoscale IR Probe Requirements

2.4.1 The system must be capable of nanoscale IR spectral mapping and must demonstrate 100 nm lateral resolution on a sample whose thickness is less than 200 nm. The system must be able to record an IR spectrum corresponding to each pixel of the topographic AFM image.

2.5 Atomic Force Microscopy (AFM) Requirements

2.5.1 System must perform AFM with conventional AFM probes.

2.5.2 System must be capable of the following AFM imaging modes: contact, tapping and lateral force. The system must also provide the capability to record force-distance curves at user-specified points.

2.5.3 A software-driven automated tip approach routine must be provided.

2.5.4 The system must be capable of recording a spectrum correlated to each point recorded in AFM imaging, NISM, thermal analysis, or mechanical analysis modes.

2.5.5 Software capability to define points or lines on a sample for automated spectral image acquisition must be provided.

2.6 System Layout and Size

2.6.1 System must include an active vibration-isolation base (air-table) with dimensions of at least 3' x 4'. The table top must include pre-drilled holes for mounting options,

tapped for ¼ x 20 (standard) threads in a 1 inch square pattern. The table must have a load capacity of 350 pounds or more.

2.6.2 The footprint of the NISM microscope (including vibration isolation base and mounting framework) must fit within a 4' by 6' region. Additional spectroscopic, control electronics, and control computer components may be installed in a separate area and therefore may be excluded from the preceding size restriction.

2.7 Computer, Software, and Control Electronics Requirements

2.7.1 A control computer running Windows 7 OS and two monitors (minimum screen size 20") must be included for simultaneous display of multiple control menus and images. The computer hard disk must have a capacity of 300 Gb or more.

2.7.2 Control electronics must be integrated into a single platform provided by a single vendor to facilitate troubleshooting, repair, and overall value to the government. The control electronics must be configured for software-based control.

2.7.3 Cleanly integrated software allowing manipulation and analysis of acquired topographic, optical intensity, and spectroscopic data must be included. For images, this analysis capability should include, at a minimum: roughness, sectioning, linear and polynomial plane fitting, and histogram statistics (mean, standard deviation, average). Spectral data should be readily displayable from points selected on topographic images. For analysis of spectral data, software features must include: display of peak height vs. frequency, spectral smoothing functions, and spectral addition and subtraction functions,

2.7.4 System must be capable of recording images (AFM topography and NISM) with at least 1024×1024 data points. Options must also be provided for user-selection of fewer points.

2.7.5 In addition to the software installed on the system's primary control computer(s), at least two additional copies of the data analysis software must be provided to allow for offline data processing at other computer stations.

2.7.6 Computer system must be capable of capturing images of tip-sample area from the camera(s) described in section 2.2.

2.7.7 System must allow alignment of the NISM tip with incident laser (described in section 2.1.1) with software-driven interface.

2.7.8 Control electronics must direct scanning motion with at least 16 bit resolution in the x-, y-, and z-directions.

2.7.9 System must have at least one analog input.

2.7.10 System must be equipped with at least one digital output trigger for triggering at each pixel and row.

2.7.11 System must be equipped with at least one digital output, capable of recording a single value per pixel simultaneously with topography.

2.8 Spare Parts and Consumables

2.8.1 A standard set of tools must be included for carrying out routine operation and reconfiguration of the instrument to operate in its various operating modes.

2.8.2 At least twenty (20) atomic force microscopy probes compatible for NISM must be provided. A single tip type operable in both contact and intermittent contact modes is acceptable. At least 4 of those probes must be of the heatable type. At least five ZnSe ATR prisms must also be supplied. If other consumables are required, at least 5 of each must be supplied.

3.0 Installation and Testing (CLIN 0002)

The contractor shall deliver and install the NSOM to NRL (building 250, room 126) no later than 150 days after contract award. NRL shall provide the necessary facilities and utility hook-ups for proper installation and operation of the NSOM. The contractor shall provide operational demonstration including nanoscale infrared spectroscopy with 100 nm resolution, mechanical characterization with similar resolution, and imaging with ≤ 3 nm resolution. The NISM shall be ready for immediate use following installation/set-up. The contractor shall also provide the necessary hardware for testing.

4.0 Training (CLIN 0003)

The contractor shall provide at least four days of onsite system training for at least three personnel at the NRL. Training shall occur no later than 2-weeks after installation and testing (CLIN 0001) is complete.

5.0 Warranty (CLIN 0004)

The contractor shall provide the standard commercial warranty offered to the general public, including labor and materials. The period of the warranty shall begin upon acceptance of CLIN 0001 and last a minimum of one year.

6.0 Documentation (CLIN 0005)

The contractor shall provide the following documentation at the time of installation:

6.1 All operation and maintenance manual(s) or equivalent.

6.2 All software and software manuals for the software included with the system, if customarily provided. This documentation must be received at NRL with the system hardware, unless other arrangements are agreed to by the authorized Government representative.

6.3 Drawings and schematics for full site preparation, operation, troubleshooting, servicing and repair of the system and its components.

7.0 Optional Items (CLINs 0006 and 0007)

The following additional objectives are desirable.

7.1 Lorentz force excitation of cantilever oscillations for contact resonance frequency measurements.

7.2 The ability to control the polarization orientation of the incident light and the hardware and/or software necessary to rotate the polarization of the incident laser light on the sample.