

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 10-8150-12		PAGE 1 OF 30	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N00173-13-R-RV05		6. SOLICITATION ISSUE DATE 06/13/2013
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Reese Van Wyen		b. TELEPHONE NUMBER (No collect calls) (202) 404-2398		8. OFFER DUE DATE/ LOCAL TIME 07/15/2013 11:30am EST
9. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVE, SW WASHINGTON, DC 20375-5326			CODE N00173	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: _____			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING DO-C9	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE _____			16. ADMINISTERED BY CODE _____				
17a. CONTRACTOR/ OFFEROR CODE _____ FACILITY CODE _____			18a. PAYMENT WILL BE MADE BY CODE _____				
TELEPHONE NO. <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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				<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 (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		

SF 1449 – CONTINUATION SHEET

SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0001	Blanket Purchase Agreement – Legal Services	1	LOT	\$1,500,000.00

Noun: Intellectual Property Legal Services
PSC: R418
Contract Type: Labor Hour
Inspection: N00173
Acceptance: N00173
FOB: Destination
Ordering Period: [To Be Completed At Award]
Descriptive Data:

Orders will be placed and funding provided on an as needed basis for intellectual property legal services. See Attachment 1, Legal Services and Pricing Table Tables, for a list of services available for order under this blanket purchase agreement.

NET AMT \$1,500,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0002	Data and Reports	1	LOT	Not Separately Priced

Noun: Data and Reports
PSC: R418
DD1423 is Exhibit A
Inspection: N00173
Acceptance: N00173
FOB: Destination
Ordering Period: [To Be Completed At Award]
Descriptive Data:

The contractor shall furnish all data as required by the Contract Data Requirements List (CDRL), DD Form 1423, which is hereby incorporated as Exhibit A. The price of this CLIN is included in CLINs 0001.

ESTIMATED COST PLUS FIXED FEE Not Separately Priced

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

ITEM NO	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Contractor	Destination	Government
0002	Destination	Contractor	Destination	Government

DELIVERY INFORMATION

ITEM NO	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	[To be completed in each individual call]	N/A	Naval Research Laboratory Central Receiving, Building 49, 4555 Overlook Ave. SW. Washington, DC 20375
0002	[To be completed in each individual call]	N/A	Naval Research Laboratory Central Receiving, Building 49, 4555 Overlook Ave. SW. Washington, DC 20375

STATEMENT OF OBJECTIVES

The purpose of this statement of objectives is to define the scope, provide background on the U.S and foreign patent rights for technologies developed by NRL employees and occasionally technologies developed by NRL contractors and collaborators. The ordering period is the date of award through thirty-six (36) months thereafter.

- 1.0 **Background.** The Naval Research Laboratory (NRL) conducts basic and applied research in many technical areas to support the Navy's military missions. NRL applies for U.S. and foreign patent rights for technologies developed by its employees and occasionally for technologies developed by NRL contractors and collaborators. NRL may also provide support for the patenting of technologies developed at other Navy activities. NRL's Technology Transfer Office (TTO) seeks to license those patent rights to promote access to Government-funded inventions by the public. Intellectual Property legal support is required to patent technologies developed at NRL, The Naval Post Graduate School (NPS), The Naval Medical Research Center (NMRC), and other Navy Commands on an ad hoc basis. Information regarding the research areas of NRL can be found at: <http://www.nrl.navy.mil/research/directorates-divisions/>. Information regarding the research areas at NMRC can be found at: http://www.med.navy.mil/sites/nmrc?pages/nmrc_directorates.htm. Information regarding research areas at NPS can be found at: <http://www.nps.edu/Academics/Departments/index.html>.
- 2.0 **Scope of Services.** The contractor support will be required in accordance with each case. By way of example, in the past, NRL's patents included the technical areas of: Electronics and Electromagnetics; Energetic Particles, Plasmas and Beams; Optical Science (Lasers and Fiber Optics); Chemical Science, Bio-Molecular Science and Engineering; Materials Science and Technology; Information Technology and Communication; Simulation, Computing and Modeling; Undersea Acoustics; Ocean and Atmospheric Science and Technology; Remote Sensing (Radar, Optic and IR). Additional scope considerations include the following:
 - 3.0 **Performance Objectives**
 - 3.1 U.S. Patent Services
 - 3.1.1 Research, prepare, and deliver patentability reports.
 - 3.1.2 Prepare ready to file U.S. Patent applications, including preparing draft applications for review by the inventor and a Navy IP attorney, making revisions based upon feedback provided, and delivering a ready to file application.
 - 3.1.3 Provide U.S. patent prosecution support as required.
 - 3.2 Foreign Patent Services
 - 3.2.1 Prepare ready to file application to be filed under the Patent Cooperation Treaty as requested.
 - 3.2.2 Prepare National Phase applications in foreign countries as requested.
 - 3.2.3 File National Phase applications in foreign countries as specified.
 - 3.2.4 Prosecute National Phase Applications in foreign countries as requested.
 - 3.2.5 Prepare foreign patent applications in non-PCT countries.
 - 3.2.6 File foreign patent applications in non-PCT countries.
 - 3.2.7 Prosecute foreign patent applications in non-PCT countries.
 - 3.2.8 Manage annuity payments for certain National Phase Applications.
 - 3.2.9 Reporting foreign incoming office actions to the Navy IP attorney.

- 3.3 Trademark Services
 - 3.3.1 Prepare trademark applications.
 - 3.3.2 Provide trademark prosecution support as requested.
 - 3.3.3 Provide legal services for trademark oppositions as requested.
- 3.4 Miscellaneous Intellectual Property legal services
 - 3.4.1 Providing legal support for patent interferences
 - 3.4.2 Providing freedom to operate opinions or validity opinions as required.
 - 3.4.3 Provide legal support for copyright matters.

4.0 Performance Requirement Summary(PRS)

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall prepare, file and prosecute all foreign patent applications	The contractor shall meet all statutory deadlines for patent applications. The contractor prepared application shall meet all requirements to be considered suitable for submission.	100% of all statutory deadlines must be met	100% Inspection
The contractor shall prepare ready to file U.S. and PCT patent applications	The contractor prepared application shall meet all requirements to be considered suitable for submission.	100% of all final work products must be accepted	100% Inspection
The contractor shall prepare all trademark applications	The contractor prepared application shall meet all requirements to be considered suitable for submission.	100% of all statutory deadlines must be met	100% Inspection
The contractor shall provide prosecution support for U.S. trademark applications	The contractor prepared application shall meet all requirements to be considered suitable for submission.	100% of all final work products must be accepted	100% Inspection

ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the [NAMED COMPONENT]** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> .

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

(End of Section)

SECTION C
CONTRACT CLAUSES INCORPORATED BY REFERENCE

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.204-99	SYSTEM FOR AWARD MANGEMENT REGISTRATION (Aug 2012) (DEVIATION)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQURIEMENTS (Apr 2008)
52.212-4	CONTRACT TERMS AND CONDITIONS — COMMERCIAL ITEMS, WITH ALTERNATE I (Aug 2012)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (Oct 2009)
52.223-5	POLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (May 2011)
<u>DFARS CLAUSE</u>	<u>TITLE</u>
252.232-7010	LEVIES ON CONTRACT PAYMENTS (Dec 2006)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (Jan 2007)

ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS — COMMERCIAL ITEMS, ALTERNATE I

SCOPE OF AGREEMENT

This is a pre-priced decentralized BLANKET PURCHASE AGREEMENT (BPA), herein after referred to also as the “Agreement” is a written instrument of understanding between the Naval Research Laboratory (NRL), here after referred to as the “contracting activity”, represented by the Contracting Officer, and **To be completed at time of award**, here after referred to as the “contractor”, for the performance of providing intellectual property legal services. It is limited to the items on the current price list submitted by the contractor and as approved by the Contracting Officer. The effective date of this Agreement is the date in item 31c of page 1 (Standard Form 1449).

AUTHORITY

This Agreement is entered into pursuant to the terms of FAR 13.303 and DFARS 213.303.

DURATION

This agreement shall remain in effect for a period of 36 months from the effective date or upon reaching the ceiling (whichever comes first).

MODIFICATION

This Agreement may be modified only under its terms and conditions or by mutual agreement of the parties.

REVIEW

This Agreement shall be reviewed by the contracting activity at least annually before the anniversary of its effective date and revised as necessary to conform to the requirements of the Federal Acquisition Regulations and applicable supplements and statutory requirements. Any changes shall be effective only through written modification to this Agreement and not by individual orders issued hereunder. Modifications to this Agreement shall have no retroactive effect on orders previously issued.

CANCELLATION/TERMINATION

This Agreement may be cancelled by either party by mailing or otherwise transmitting 30 days prior written notice to the other party. Any such cancellation shall have no effect on any orders issued prior to the effective date of the cancellation, which shall be 30 days from the date of mailing or otherwise transmitting the written notice of cancellation. Prior to the effective date of cancellation, the Naval Research Laboratory may continue to place orders under the Agreement.

APPLICABILITY

The terms and conditions of this Agreement shall be applicable to all orders issued citing this document.

BINDING CONTRACT

Upon issuance of an order by an authorized ordering official, a binding contract shall be established between the contractor and the contracting activity.

PERFORMANCE WORK STATEMENT

The scope of the work to be acquired for this Agreement is set forth in the Statement of Objectives.

PLACE OF PERFORMANCE

The primary place of performance shall be the contractor's facility. All items shall be delivered to: **[To be defined in each call]**

PURCHASE LIMITATION

The ceiling of purchases through this Agreement will not exceed \$1,500,000.00.

EXTENT OF OBLIGATION

This Agreement does not obligate any funds. The government is obligated only to the extent of authorized call orders actually issued under this Agreement.

AUTHORIZED ISSUING CALLERS

1. Susan Wilson – Unlimited Call Issuance Authority
2. Amy Rassing – Unlimited Call Issuance Authority
3. Suresh Koshy – Unlimited Call Issuance Authority
4. Reese Van Wyen – Unlimited Call Issuance Authority
5. Management Analyst, Code 1008.2 – Unlimited Call Issuance Authority
6. Patent Paralegal; Code 1008.2 – Unlimited Call Issuance Authority

NOTE: The contractor shall not accept orders (calls) from individuals not on the authorized caller letter.

ORDERING PROCEDURES

Upon identification of a requirement within the scope of this Agreement, the ordering activity shall notify the contractor of this requirement. The notification shall identify:

1. The applicable technical specifications of the requirement,
2. The desired/required delivery date,
3. The offer/quotation due date,

An order shall be issued to the contractor by authorized ordering office upon reaching agreement on the price of a requirement.

NOTE: The government reserves the right, based on the continuity of current work and/or strong skill set/ past performance of a contractor, to award a call on a sole source basis, to the firm that can perform the effort.

DELIVERY TICKET

All calls under this agreement shall be accompanied by delivery tickets or sales slips that contain the following minimum information:

1. Name of Supplier
2. BPA Number
3. Date of purchase
4. Purchase number
5. Itemized list of services furnished
6. Quantity, unit price, and extended amount of each item less applicable discounts;
7. Name of individual that placed that call
8. Date of delivery

INVOICES

The requirements of a proper invoice are specified in DFARS 252.232-7006 Wide Area Workflow Payment Instructions (JUN 2012). Invoices shall be submitted through the Wide Area Workflow (WAWF) website. A summary invoice shall be submitted at least monthly or upon expiration of this Agreement, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets.

PRICING

The contractor will provide a cost/price volume, which includes a section detailing the discounts to be provided for volume purchases. This information will be incorporated into this section of the Agreement. Prices to the Government shall be as low as, or lower than those charged to the contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment. Price increases shall not become effective until two (2) weeks after receipt and approval of superseding price list by the Contracting Officer.

CALL ORDER CLOSEOUT

The government seeks to deobligate excess funds remaining on call orders as soon as practicable. Therefore, the PCO will utilize Quick Closeout procedures, as outlined in FAR 42.708. The contractor is required to submit FINAL invoices no later than 90 days after call order completion. Upon completion of a call order, any and all excess funds may be removed by the PCO by modification to the respective call order.

RIGHTS/GUARANTEES

This Agreement is issued with the understanding that it constitutes an agreement to affect the rights of the parties in the event that the contractor is solicited and/or awarded a call order. This Agreement shall not be construed as a guarantee on behalf of the government to solicit or issue a call order. The ordering office reserves the right to issue no solicitations and no call order awards under this Agreement.

EXPIRATION DATE

This Agreement will continue for thirty-six (36) months from the effective date of execution or upon reaching the ceiling (whichever comes first). Any order issued prior to the expiration date of this Agreement and not completed within that time, shall be completed by the contractor within the time specified in the call order. The contractor is required to abide by the terms and conditions of this Agreement until the conclusion of the call order performance period. Call orders may be placed on the last day of the ordering period. Performance may not exceed one year past the ordering period.

BLANKET PURCHASE AGREEMENT CLAUSES

All references to Procuring Contracting Officer (PCO) or Administering Contracting Officer (ACO) through the text of the clauses in this Agreement shall be construed as a reference to the Contracting Officer (CO). Substitute any reference to the term contract with the word agreement throughout this document.

PAYMENT INSTRUCTIONS

252.232-7006 Wide Area Workflow Payment Instructions (MAY 2013)

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

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

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

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

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

(c) *WAWF access.* To access WAWF, the Contractor shall—

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

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

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

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

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

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher

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.

Not Applicable

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	* To be completed at award
Issue By DoDAAC	N00173
Admin DoDAAC	* To be completed at award
Inspect By DoDAAC	N00173
Ship To Code	N00173
Ship From Code	Not Applicable
Mark For Code	* To be completed at award
Service Approver (DoDAAC)	N00173
Service Acceptor (DoDAAC)	N00173
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	N00173
DCAA Auditor DoDAAC	* To be completed at award
Other DoDAAC(s)	Not Applicable

(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 email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

To Be Defined in Each Order

(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

Javanka Caton: jovanka.caton@nrl.navy.mil or (202) 404-3557

Clara O’Neal: clara.oneal@nrl.navy.mil or (202) 767-2120

(End of Clause)

(End of Section)

CONTRACT CLAUSES INCORPORATED BY FULL TEXT**FAR CLAUSES**

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:

[Contracting Officer check as appropriate.]

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

- (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4))
- (15) (ii) Alternate I (Oct 2001) of 52.219-9
- (15) (iii) Alternate II (Oct 2001) of 52.219-9
- (15) (iv) Alternate III (Jul 2010) of 52.219-9
- (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r))
- (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14))
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i))
- (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). (In accordance with DDP Memo dated 12 Mar 2010, DAR Tracking Number 2010-O0006, Immediate Cessation of the Use of Price Evaluation Adjustment for Small Disadvantaged Businesses, this clause is suspended in DoD. Effective until incorporated into the FAR or DFARS or until rescinded.)
- (19) (ii) Alternate I (June 2003) of 52.219-23. (In accordance with DDP Memo dated 12 Mar 2010, DAR Tracking Number 2010-O0006, Immediate Cessation of the Use of Price Evaluation Adjustment for Small Disadvantaged Businesses, this clause is suspended in DoD. Effective until incorporated into the FAR or DFARS or until rescinded.)
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)
- (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)
- (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f)
- X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2))
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (1 U.S.C. 637(m))
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m))
- X (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755)
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012)(E.O. 13126)
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246)
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212)
- X (31) 52.222-36, Affirmative Action For Workers with Disabilities (Oct 2010)(29 U.S.C. 793)
- X (32) 52.222-37, Employment Reports on Veterans (Sep 2010)(38 U.S.C. 4212)
- X (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 (Jul 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)
- (35) (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items)
- X (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42.U.S.C. 8259b)

- X (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (37) (ii) Alternate I, (Dec 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011).
- (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41 and 112-42).
- (40) (ii) Alternate I (Mar 2012) of 52.225-3
- (40) (iii) Alternate II (Mar 2012) of 52.225-3
- (40) (iv) Alternate III (Mar 2012) of 52.225-3
- (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note)
- X (42) 52.225-13, Restriction on Certain Foreign Purchases (Jun 2008)(E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury)
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150)
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150)
- (45) 52.232-29, Terms for financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 522(f), 10 U.S.C. 2307(f))
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f))
- X (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)
- X (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631)
- (51) (ii) Alternate I (Apr 2003) of 52.247-64

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

[Contracting Officer check as appropriate.]

- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- X (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.*).
- X (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 paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-10, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007),(41 U.S.C. 351, *et seq.*).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104 (g)).
_____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007)(41 U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment eligibility Verification (Jul 2012).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraphs (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

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

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

(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 541110 assigned to contract number _____.

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

(End of Clause)

THE FOLLOWING IS FILL-IN DATA FOR CLAUSE 52.222.42

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

Employee Class	Monetary Wage – Fringe Benefit
Paralegal /Legal Assistant I	\$21.36

DFARS CLAUSES

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 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 provision of law applicable to acquisitions of commercial items or components.

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

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

<input checked="" type="checkbox"/>	(1)	252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sep 2011) (Section 847 of Pub. L. 110-181).
<input type="checkbox"/>	(2)	252.203-7003	Agency Office of the Inspector General (Dec 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
<input type="checkbox"/>	(3)	252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).
<input type="checkbox"/>	(4)	252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Aug 2012) (15 U.S.C. 637).
<input type="checkbox"/>	(5)	252.219-7004	Small Business Subcontracting Plan (Test Program) (Jan 2011) (15 U.S.C. 637 note).
<input type="checkbox"/>	(6)(i)	252.225-7001	Buy American Act and Balance of Payment Program (Dec 2012) (41 U.S.C. chapter 83, E.O. 10582).

–	(6)(ii)	252.225-7001	Alternate I (Oct 2011) of 252.225-7001.
–	(7)	252.225-7008	Restriction on Acquisition of Specialty Metals (Jul 2009) (10 U.S.C.2533b).
–	(8)	252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jun 2012) (10 U.S.C. 2533b).
<u>X</u>	(9)	252.225-7012	Preference for Certain Domestic Commodities (Feb 2012) (10 U.S.C. 2533a).
–	(10)	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (Jun 2005) (10 U.S.C. 2533a).
–	(11)	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Jun 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
–	(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).
–	(13)(ii)	252.225-7021	Alternate I (Oct 2011) of 252.225-7021.
–	(13)(iii)	252.225-7021	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 Act—Free Trade Agreements—Balance of Payments Program (Dec 2012) (41 U.S.C. chapter 83, and 19 U.S.C. 3301 note).
–	(16)(ii)	252.225-7036	Alternate I (Jun 2012) of 252.225-7036.
–	(16)(iii)	252.225-7036	Alternate II (Nov 2012) of 252.225-7036.
–	(16)(iv)	252.225-7036	Alternate III (Jun 2012) of 252.225-7036.
–	(16)(v)	252.225-7036	Alternate IV (Nov 2012) of 252.225-7036.
–	(16)(vi)	252.225-7036	Alternate V (Nov 2011) of 252.225-7036.
–	(17)	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (Jun 2005) (10 U.S.C. 2534(a)(3)).
–	(18)	252.225-7039	Contractors Performing Private Security Functions (Jun 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)).
<u>X</u>	(21)	252.227-7015	Technical Data--Commercial Items (Dec 2011) (10 U.S.C. 2320).
<u>X</u>	(22)	252.227-7037	Validation of Restrictive Markings on Technical Data (Jun 2012), if applicable (see 227.7102-4(c)).
<u>X</u>	(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)
<u>X</u>	(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).
<u>X</u>	(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).

X	(29)(i)	252.247-7023	Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).
–	(29)(ii)	252.247-7023	Alternate I (Mar 2000) of 252.247-7023.
–	(29)(iii)	252.247-7023	Alternate II (Mar 2000) of 252.247-7023.
–	(29)(iv)	252.247-7023	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 (Aug 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 (Jun 2012), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (Sep 2006) (Section 1092 of Public Law 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the cost Bearer (Sep 2010) (Section 884 of Public Law 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).
- (9) 252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of Clause)

SECTION D

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

1. Attachment (1) – Intellectual Property Legal Services Price List, 1 Page
2. Attachment (2) – Wage Determination dated 19 June 2012, 10 Pages
3. Attachment (3) – Personnel Qualifications, 6 Pages
4. Exhibit (A) – Form 1423, Contract Data Requirements List

SECTION E

SOLICITATION PROVISIONS, REPRESENTATIONS, INSTRUCTIONS AND EVALUATIONS

CONTRACT PROVISIONS INCORPORATED BY REFERENCE

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS —COMMERCIAL ITEM ACQUISITION (FEB 2007)

<u>DFARS CLAUSE</u>	<u>TITLE</u>
252.204-7011	ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

CONTRACT PROVISIONS INCORPORATED BY FULL TEXT

FAR PROVISIONS

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

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

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

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

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

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

52.212-2 EVALUATION — COMMERCIAL ITEMS (JAN 1999)

(a) The government will issue BPAs resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the government, price and other factors considered. The following factors (in descending order) shall be used to evaluate offers:

1. Technical Capabilities
 - a. U.S. and Foreign Patent and Trademark Preparation and Prosecution Experience
 - b. Personnel Qualifications
 - c. Relationships with Foreign Counsel
2. Past Performance
3. Price

(b) Technical and past performance factors, when combined, are significantly more important than cost or price.

(c) Issuance of BPA will be based on an evaluation that the offeror meets all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in the offeror being ineligible for issuance of the BPA. Offeror must clearly identify any exception to the solicitation terms and conditions and provide accompanying rationale.

Offerors shall submit electronically two (2) separate volumes, one technical & past performance volume and one price volume (price list) to Mr. Reese Van Wyen, reese.vanwyen@nrl.navy.mil by the response deadline. Both volumes shall be 12pt. font single spaced. Oral communications are not acceptable in response to this notice.

Technical Proposals (Volume I): 25 pg. limitation

1. Technical Capabilities
 - a. U.S. and Foreign Patent and Trademark Preparation and Prosecution Experience
 - b. Personnel Qualifications
 - c. Relationships with Foreign Counsel
2. Past Performance
 - a. Offerors shall provide past performance information for all relevant efforts within the last three Government fiscal years (1 October 2009 - present). The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts, of similar scope and complexity to this solicitation. Similar scope and complexity means having performed most of the types of support efforts identified in the Statement of Work for this solicitation. The identified contracts can be with Federal, Commercial, or other customers. For each contract, the offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO), Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR). The offeror shall provide the current address, phone number, FAX number, and e-mail address for each POC.

Pricing Proposals (Volume II): No page limitation

The government intends to award three (3) to five (5) BPA's resulting from this solicitation to the responsible offerors whose offers conform to the solicitation and are the most advantageous to the government.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)

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

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

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

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

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

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

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

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

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

- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“*Sensitive technology*”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

“*Women-owned small business concern*”—

- (1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

- (2) The offeror has completed the annual representations and certification electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the

NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

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

- (1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it is, is not a women-owned small business concern.

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

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

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

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

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small

Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

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

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth 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 a part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture: *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:*

_____].

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

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(1) *Previous Contracts and Compliance.* The offeror represents that--

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf

in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payment of reasonable compensation were made.

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

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

(2) Foreign End Products:

<u>Line Item No.</u>	<u>Country Of Origin</u>
_____	_____
_____	_____
[List as necessary]	

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

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

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

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

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

<u>Line Item No.</u>	<u>Country Of Origin</u>
_____	_____
_____	_____
[List as necessary]	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not

a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

<u>Line Item No.</u>	<u>Country Of Origin</u>
_____	_____
_____	_____

[List as necessary]

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

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

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

(ii) Canadian End Products:

<u>Line Item No.</u>

[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:

<u>Line Item No.</u>	<u>Country Of Origin</u>
_____	_____
_____	_____

[List as necessary]

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

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

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

<u>Line Item No.</u>	<u>Country Of Origin</u>
_____	_____

 [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:

<u>Line Item No.</u>	<u>Country Of Origin</u>
_____	_____
_____	_____
[List as necessary]	

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

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

- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating criminal tax laws, or receiving stolen property;
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:
 - (A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (ii) *Examples*.
 - (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. section 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent

tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. section 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

(1) Listed End Products.

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- Sole proprietorship;
- Partnership;

- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or Local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other_____

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name_____

TIN_____

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations—*

- (1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
- (2) *Representation.* By submission of its offer, the offeror represents that—
 - (i) It is not an inverted domestic corporation; and
 - (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

- (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
 - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
 - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
 - (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

(c)(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.)

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

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

_____ Individual/concern, other than one of the preceding.

DFARS PROVISIONS

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS (JUN 2005)

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

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

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

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

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

(1) Does not comply with the Secondary Arab Boycott of Israel; and

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

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

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

(2) Representation. The Offeror represents that it—

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

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

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

(End of provision)