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Attachments:

Attachment 1 - Statement of Work entitled “*Contractor Support for Engineering Logistics Center (ELC) Logistics Transformation Program Integration Office (LTPIO) Program Planning and Contract Support Services*”

ADDENDUM TO SF1449 SUPPLIES AND/OR SERVICES

BASE YEAR

0001. The Contractor shall provide Program Planning and Contract Support Services as outlined in the attached Statement of Work (SOW). The Contractor shall identify the proposed labor category and respective loaded labor rates in the following table:

LABOR CATEGORY	LABOR HOURS	LABOR RATE	NO. OF EMPLOYEES	AMOUNT
Senior Program & Program Strategy Analyst	1,850 (one year)		1	

NOTE: The estimated 1,850 hours includes Federal holidays and scheduled closings. During unscheduled closings and early dismissals the Contractor must make other arrangements which may include working off-site.

FIRST OPTION YEAR

0101. The Contractor shall provide Program Planning and Contract Support Services as outlined in the attached Statement of Work (SOW). The Contractor shall identify the proposed labor category and respective loaded labor rates in the following table:

LABOR CATEGORY	LABOR HOURS	LABOR RATE	NO. OF EMPLOYEES	AMOUNT
	1,850 (one year)		1	

NOTE: The estimated 1,850 hours includes Federal holidays and scheduled closings. During unscheduled closings and early dismissals the Contractor must make other arrangements which may include working off-site.

PRICING

See "Proposal Submission Requirements" for details regarding technical and price proposals. Prices to the Government shall be as low, or lower, than those charged your most favored customer for comparable services under similar terms and conditions in addition to any discount for prompt payment. Discounts for on-site support are recommended.

TRAVEL. As indicated in the SOW, travel may be required during the performance of this contract. All travel shall be pre-approved by the Contracting Officer's Technical Representative and/or the Contracting Officer. All expenses shall be reimbursed in accordance with current Federal Travel Regulations and current per diem rates for the location of travel. Per diem rates shall be provided at the time travel is scheduled/approved. Travel between the employee's residence and Baltimore, MD shall not be approved by the Coast Guard.

DATA DELIVERABLES. The Contractor shall provide those data deliverables as identified in Section 10.0 of the attached SOW. Data deliverables are not separately priced.

**ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (FEB 2007)**

The following Federal Acquisition Regulation (FAR) Clauses are hereby incorporated into this contract by reference with the same force and effect as if incorporated in full text. Also, the full text of a clause may be accessed electronically at www.arnet.gov.

NUMBER	TITLE	DATE
52.245-1	Government Property	June 2007
52.227-14	Data Rights – General	Dec 2007
52.227-17	Rights in Data – Special Works	Dec 2007

EMPLOYEE CONDUCT

The Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, flag officer courtesy, "off limits" areas, wearing of parts of military uniforms, and possession of firearms) when visiting or working at Government facilities. The Contractor shall ensure contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States, the Department of Homeland Security or the U.S. Coast Guard.

REMOVING EMPLOYEES FOR MISCONDUCT OR SECURITY

The Government may, at its sole discretion, require the Contractor to remove any contractor employee from Coast Guard facilities for misconduct or security reasons. The Contracting Officer will provide the Contractor with an immediate written rationale for removing the Contractor employee. A Government request to remove a specific Contractor employee does not relieve the Contractor of the responsibility to provide sufficient qualified personnel for timely and adequate service.

EMPLOYEE IDENTIFICATION

Contractor employees visiting Government facilities shall wear an identification badge that, at minimum, displays the employees' photo, name, Contractor name, clearance-level and badge expiration date. Contractor employees shall also comply with all Government escort rules and requirements at all times, identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

GOVERNMENT FURNISHED PROPERTY/INFORMATION

The Government will provide the workspace, equipment and supplies, similar to government employees at the ELC that are necessary to perform this contract. The Contractor shall use the Government furnished property only for the performance of work under this contract.

CONTRACTOR FURNISHED PROPERTY

The Contractor shall furnish all facilities, equipment and items as outlined in Section 3.0 of the attached SOW.

CONFLICT OF INTEREST

The Contractor shall not employ any person who is an employee of the United States Government if that employment would, or may appear to cause a conflict of interest. All contractor employees shall be required to sign non-disclosure agreement with the U.S. Coast Guard.

LIMITATION OF FUTURE CONTRACTING

(a) The Contracting Officer has determined that this acquisition may give rise to a potential conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The Contractor shall be ineligible to perform, as a prime contractor or subcontractor, under any future solicitations/contracts for which the Contractor provided direct assistance in the development of acquisition support activities.

(c) This restriction shall remain in effect during the performance of this contract, including any option years, for a period of one year after completion of this contract.

(d) To the extent that the work performed under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as the data remains proprietary or confidential, the Contractor shall protect the data from unauthorized use and disclosure and agrees not to use them to complete with those other companies.

(e) The Contractor shall ensure that all personnel assigned to perform under this contract signs a permanent non-disclosure agreement and procurement integrity certifications as required by the Contracting Officer. All personnel shall immediately notify the Contracting Officer in writing of any potential conflicts of interest that may be perceived through their performance under this contract. The Contracting Officer shall determine if the particular individual or group of individuals will be excluded from any acquisition project. In the event such a determination is made, the Contracting Officer will provide immediate verbal notification followed by written notification of the individuals and the situation that precludes their performance. The Contractor shall immediately remove the individual(s) and identify a replacement with equal qualifications.

UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL

(a) The Contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise other than the Contracting Officer or the Contracting Officer's Technical Representative acting within the limits of their authority. A Contracting Officer's Technical Representative shall be designated in writing to the Contractor and shall set forth the scope of their authority.

(b) No information, other than that which may be contained in an authorized amendment to this purchase instrument duly issued by the Contracting Officer, which may be received from any person employed by the Government or otherwise will be considered as grounds for deviation from any stipulations of the purchase instruments or referenced drawings and/or specifications contained herein.

GOVERNMENT REPRESENTATIVES

(a) The Government, may upon contract award or thereafter, name representatives with titles such as Project Officer, Contracting Officer's Technical Representative(s), Resident Inspector(s), and so on. Such individuals, *IF APPOINTED*, will be named in writing by the Contracting Officer. The letter of appointment will indicate the individuals, titles, and stipulate the rights, responsibilities, and limitations of their appointment.

(b) In any event, no such named individual has the authority to issue any direction under this contract, either technical or otherwise, which constitutes a change to the terms, conditions, price or delivery schedule of the contract. ONLY the Contracting Officer is authorized to alter the contract in any manner.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

ADDENDUM TO FAR 52.204-9, PERSONAL IDENTITY VERIFICATION PROCEDURES FOR THE COAST GUARD

The Coast Guard Yard personal identity verification procedures that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-024, and Federal Information Processing Standards Publication (FIPS PUB) Number 201 are as follows:

1. The COTR must ensure that the contractor fill out a contractor pass form issued and maintained by the YARD Police Department. This registration form includes the name of the company, number of vehicles required for the job, and only allows the contractors to have a total of three (3) vehicles in the YARD. The COTR must sign this form.
2. The contractor must show two (2) forms of a valid I.D. (State, Federal, or County).
3. CG YARD Police will issue an I.D. Badge and vehicle parking passes that are good for the length of the contract.

COMMON ACCESS CARDS (CAC) FOR CONTRACTORS: CONTRACTOR VERIFICATION SYSTEM (CVS)

(a) "Contractor employee" means an employee of a firm, or an individual, under contract or subcontract to the Coast Guard to provide services and who requires physical and/or logical access to information systems and/or facilities.

(b) Homeland Security Presidential Directive (HSPD)-12 mandates a Federal standard for secure and reliable forms of identification for Federal employees and contractor employees. The Common Access Card (CAC) is a personal identification card for the Department of Defense/Uniformed Services and complies with HSPD-12. The Coast Guard has instituted the CAC as its HSPD-12 compliant personal identification card for contractor and subcontractor employees who are required to access a Coast Guard, Department of Defense (DOD), or other federally-controlled computer information system and/or facility, or need public key infrastructure (PKI) authentication to perform their contractual duties. The Contractor Verification System (CVS) is the automated application process for obtaining a CAC.

(c) Contractor and subcontractor employees working pursuant to this contract who are required to access a Coast Guard, DOD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform their contractual duties shall use CVS to obtain a CAC.

(d) The Contracting Officer Technical Representative (COTR) shall serve as the CVS Trusted Agent and is responsible for creating contractor accounts in the CVS; approving, returning, or rejecting the CAC application (as applicable); re-verifying assigned contractors every six months; revoking contractor and employee eligibility for a CAC; and confiscating a CAC when the contract expires or when a contractor or subcontractor employee stops working under the contract. Absent a COTR, the Contracting Officer shall serve as the CVS Trusted Agent.

(e) The COTR or Contracting Officer shall provide such forms to, or request such information from, contractor employees that may be necessary for obtaining a CAC via the CVS. Completed forms and information shall be submitted as directed by the COTR or Contracting Officer. Contractors are responsible for the accuracy and completeness of the information submitted and for any liability resulting from the Government's reliance on inaccurate or incomplete information.

(f) Contractor or subcontractor employees who are declined a CAC via the CVS are ineligible to perform work under this contract. When an employee with a CAC is no longer performing work under this contract, the contractor shall notify the COTR or Contracting Officer on the same day the employee stops working and shall deliver the CAC to the COTR or Contracting Officer within seven calendar days after such notification.

(g) The contractor shall insert this clause in all subcontracts when a subcontractor's employee is required to access a Coast Guard, DOD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform contractual duties.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **ONE (1)** calendar day prior to the expiration of the option.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within ONE (1) calendar day prior to the expiration of this contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) ***Prohibitions.***

Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) ***Definitions.*** As used in this clause:

“*Expanded Affiliated Group*” means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting ‘more than 50 percent’ for ‘at least 80 percent’ each place it appears.

“*Foreign Incorporated Entity*” means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

“*Inverted Domestic Corporation*” A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group, which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

“*Person, domestic, and foreign*” have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) ***Special rules.*** The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) ***Special rule for related partnerships.*** For purposes of applying section 835(b) of Public Law 107-296 to the acquisition of domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) ***Treatment of Certain Rights.***

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) Warrants;

(ii) Options;

(iii) Contracts to acquire stock;

(iv) Convertible debt instruments;

(v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) ***Disclosure.***

By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

HSAR 3052.228-70 INSURANCE (DEC 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [*or Insurance - Liability to Third Persons*] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

HSAR 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS –
COMMERCIAL ITEMS (JUNE 2008)**

(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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(4) [Reserved]

(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6

(iii) Alternate II (Mar 2004) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999)(15 U.S.C. 637(d)(4)(F)(i)).

(11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(15) 52.219-28, Post-Award Small Business Program Rerepresentation (June 2007)(15 U.S.C. 657f).

(16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

(17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(19) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

(ii) Alternate I (Aug 2007) of 52.222-50.

(25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

(26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

- (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- (29) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (30) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332)
- (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(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 (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[] (5) 52.237-11, Accepting & Dispensing of \$1 Coin (Aug 2007)(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 (i) through (vii) 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) 52.219-8, Utilization of Small Business Concerns (May 2004)(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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007)(22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR Clause 52.222-50.

(viii) 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.

PROPOSAL SUBMISSION REQUIREMENTS

NOTE: Proposals that fail to follow proposal submission requirements may be determined unacceptable and may be rejected from further consideration.

The offeror shall provide responses which address the requirements identified herein and in the Statement of Work. Detailed responses shall provide an explanation indicating offeror's ability and proposed methodology to be utilized to meet the requirements. The proposal should demonstrate understanding and capability in a concise, logical manner and should not contain superfluous material not directly related to the solicitation. Responses shall not be a restatement of the requirement but shall be comprehensive, well-conceived, and include detailed approaches to accomplishing the requirement stated herein. General statements that the offeror can comply with the requirements will not, by themselves, be adequate. Failure to provide information confirming offeror capabilities as identified below may be cause for rejection of the offer.

Section 1: Overall technical approach; proposed methodology; demonstrated understanding of the scope of work and requirements.

The offeror shall include specific responses which demonstrate the capability and proposed methodology to meeting the following mandatory requirements:

☞ Expert knowledge of Coast Guard (CG) and Department of Homeland Security (DHS) contracting regulations, policies, procedures and processes.

☞ In-depth working experience with interfacing with Coast Guard Headquarter (HQ) and other Coast Guard unit personnel.

☞ In-depth working knowledge of the Federal Acquisition Regulation (FAR), Coast Guard Acquisition Procedures (CGAP), Homeland Security Acquisition Regulations (HSAR), Homeland Security Acquisition Manual (HSAM), and internal Agency procedures, including but not limited to Commandant Instructions, Coast Guard HQ Directorates, and ELC Instructions.

☞ Proficiency with Coast Guard internal automated databases to include but not be limited to the Naval Engineering Supply and Support System (NESSS), Federal Procurement Data System (FPDS), Core Accounting System (CAS), Engineering Logistics Center intranet website - ELC Central, including Supply Deficiency Reports, Supply Deficiency Reports, and Advanced Acquisition Plans.

☞ Expert knowledge of Coast Guard internal personnel and mentoring policies, procedures, and processes.

☞ Expert knowledge of current and past Coast Guard projects including but not limited to LTPIO and APO.

☞ Expert knowledge and proficiency in developing Coast Guard and/or ELC internal work process desk guides.

Section 2: Past Performance

Offerors are required to provide no more than five (5) past performance references completed during the past three years or currently in process for the same services as are being solicited under this solicitation. References listed may include performance completed for the Federal Government, agencies of the state and local governments, and commercial customers. The Offeror shall include past performance information for any major subcontractor relevant to the scope of work they may perform under the contract resulting from this solicitation.

References other than those provided by the Offeror may be contacted by the Government to obtain additional information that shall be used in the evaluation of the offeror's past performance. The Government may waive the past performance requirement if adequate data already exists on file within this office.

Offeror's shall present this information for each reference, when applicable, in the following format:

- a. Name of Offeror or Subcontractor
- b. Program Title
- c. Contract Number
- d. Contract type
- e. Contract dollar value
- f. Period of performance
- g. Place of performance
- h. List of Key personnel that worked on the program and their roles/responsibilities
- i. Contracting activity
- j. Customer points of contact with telephone numbers and email addresses for the Procurement Contracting Officer (PCO), the Administrative Contracting Officer (ACO), and the Program Manager (PM).
- k. Brief description of worked performed. Explain the nature of the work involved and the extent the work involved is similar to the requirements contained herein.

Section 3: Capability and Experience of Key Personnel

Proposals must include resumes for all Key personnel to be utilized in the performance of these requirements. Each resume shall be limited to two (2) pages and shall provide the following information:

- a. Name, years of experience, training, unique or special qualifications, positions held, and tenure.
- b. Degrees held and/or other pertinent education. Include date(s), degree(s), and identify the respective college or university from which the degree(s) were received.
- c. Work history as it relates to the SOW task(s) to be assigned to that individual.
- d. Show the connection between individual work histories and the past performance information presented by the Offeror and all team members in the Past Performance Section of this volume.
- e. Successful accomplishment of challenging tasks relevant to their work assignments.

Section 4: Price Proposal

The price proposal shall consist of one complete and signed copy of this solicitation package. Prices shall be identified in the Schedule of Supplies/Services.

ELECTRONIC TRANSMISSION OF PROPOSALS

Offeror's are authorized to email their proposals by the established due date. Proposals received after the established due date may be considered unacceptable and may be rejected.

Email address: Kelly.A.Wyatt@uscg.mil

MINIMUM ACCEPTANCE PERIOD

"*Acceptance period*," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

The Government requires a minimum acceptance period of **NINETY (90)** calendar days.

In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

A proposal allowing less than the Government's minimum acceptance period will be rejected.

The proposal agrees to execute all that it has undertaken to do, in compliance with its proposal, if that proposal is accepted in writing within --

- (1) The acceptance period stated in paragraph (c) of this clause; or
- (2) Any longer acceptance period stated in paragraph (d) of this clause.

ORGANIZATION CONFLICT OF INTEREST

The Contracting Officer is unaware of any organizational conflicts of interest that may exist with respect to your company's acceptance of an Agreement as a result of this solicitation or any organizational conflicts of interest that may exist with respect to any employees of your company performing the services described in the SOW. Pursuant to FAR 9.504, "Contracting Officer responsibilities", paragraph (e), the Contracting Officer cannot make award to any company for which a conflict of interest is determined to exist which cannot be avoided or mitigated.

If a conflict of interest is determined to exist the Contracting Officer shall notify the offeror, provide the reasons therefore, and allow the Offeror a reasonable opportunity to respond. If the Contracting Officer finds that it is in the best interest of the United States to award a BPA agreement notwithstanding any conflict of interest a request for waiver shall be submitted by the Contracting Officer in accordance with FAR Subpart 9.503.

DELIVERY VIA OVERNIGHT CARRIERS

The following address shall be used for proposals delivered via Overnight Carriers (e.g., Federal Express, DHL):

U.S. Coast Guard Engineering Logistics Center
Standard Boat Asset Project Office
705 East Ordnance Road
Baltimore, MD 21226-5000
Attn: Kelly Wyatt, 410-762-6472

FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer, **NANCY DEAN** (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Address: U.S. Coast Guard Engineering Logistics Center
Mail Stop #26, Bldg. #31, 2nd Floor
2401 Hawkins Point Road
Baltimore, MD 21226-5000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

CONFIDENTIAL INFORMATION

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests from outside the Government for copies of contract qualifications and proposals submitted to federal agencies. If an Offeror's submissions contain information that he/she believes should be withheld from such requestors under FOIA on the grounds that they contain "trade secrets and commercial or financial information" [5 USC§552(b)(4)], the Offeror should mark its submissions in the following manner:

- The following notice should be placed on the title page: *"Some parts of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on such grounds is contained on page(s) _____."*
- Each individual item considered privileged or confidential under FOIA should be marked with the following notice: *"This data or information is considered confidential or privileged and is not subject to mandatory disclosure under the Freedom of Information Act."*

Restriction of Disclosure/Proprietary Information - If the Offeror wishes to restrict the disclosure or use of its proposal, the legend from FAR 52.215-1(e) shall be used.

A proposal that fails to conform to any requirement identified in this solicitation may be considered unacceptable and eliminated from further consideration.

52.212-2 EVALUATION - COMMERCIAL ITEMS

(a) The Government will award a fixed price contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Technical
- (2) Past Performance
- (3) Price, including all price related factors

(b) The Government will evaluate proposals in response to this solicitation without discussions unless the Contracting Officer determines that discussions are necessary. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

The Government shall conduct a best value evaluation to determine a single offeror for this award. In doing so the Government may award to other than the lowest priced proposal or other than the highest technically rated proposal. All proposals shall be evaluated based on the following:

(1) TECHNICAL CAPABILITY

Technical proposals will be initially evaluated with respect to the following factors for determination of the competitive range. Technical factors are listed in descending order of importance. The technical proposal is worth more than the cost proposal; when technical proposals are relatively equal in technical merit, cost will increase in importance.

Factor 1 Overall technical approach; proposed methodology; demonstrated understanding of the scope of work and the requirements

Factor 2 Past Performance

Factor 3 Capability and Experience of Key Personnel

(2) PRICE EVALUATION

The labor rate proposed for the identified labor category shall be multiplied by the stated man-hours (1,850). The total of all options years shall be added to the basic requirement to arrive at an overall evaluated total.

FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

RELATIVE IMPORTANCE OF EVALUATION CRITERIA

Demonstrated understanding of the SOW, or technical capability, is the most important non-cost factor. Other non-cost factors are of equal importance. When combined, the non-cost factors are significantly more important than the evaluated price.

Do not include "Incidental items" in your technical and/or price proposal.

Proposals that are unrealistic in terms of technical commitment or unreasonably low or high in cost or price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk involved in the contract requirements and may be grounds for rejection of the proposal.

RESPONSIBILITY

1. The Government reserves the right to perform Pre-award surveys for the purpose of further confirming the capabilities of the Offerors.
2. The Offerors must be determined responsible in accordance with the standards of Federal Acquisition Regulation (FAR) Subpart 9.1 to be eligible for award.

NOTICE OF PREAWARD SURVEY

(a) Offerors are advised that the Government may contact potential contractors to ascertain their capabilities to perform the work specified in this solicitation. In addition to financial statements and credit rating checks, the Government may visit a prospective contractor's facility(s). Areas of interest on this survey may include, but are not limited to the following:

- (1) performance plans
- (2) quality assurance and control plans
- (3) Personnel recruitment and training plans
- (4) workload factor for manpower utilization
- (5) management plan for handling peak workloads
- (6) production capability.
 - (i) plant facilities, equipment, and labor resources
 - (ii) purchasing and subcontracting
 - (iii) performance record and ability to meet delivery schedules.

(b) Offerors are advised that accomplishment of this survey is a part of the evaluation process and is not to be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years (one base year and one option year).

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS (JUNE 2008)**

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.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 (m) of this provision.

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

“*Emerging small business*” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“*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.

“*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 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.

“*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.

“*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.

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.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 (b) through (k) 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 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)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *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 women-owned business concern.

(7) **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:

(8) **Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.**

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it IS, IS NOT an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [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 database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

(ii) **Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(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: _____.]

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

(i) It **IS**, **IS NOT** 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

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

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

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

(ii) It **HAS**, **HAS NOT** filed all required compliance reports.

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

(i) It **HAS DEVELOPED AND HAS ON FILE**, **HAS NOT DEVELOPED AND DOES NOT HAVE ON FILE** at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It **HAS NOT** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **Certification Regarding Payments to Influence Federal Transactions** (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that 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. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “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 or Moroccan 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 or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

LINE ITEM NUMBER	COUNTRY OF ORIGIN

[List as necessary]

(4) **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)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products

LINE ITEM NUMBER	COUNTRY OF ORIGIN

[List as necessary]

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

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

(1) **ARE**, **ARE NOT** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

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

(4) **HAVE**, **HAVE NOT** within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) Listed End Product

LISTED END PRODUCT	LISTED COUNTRIES OF ORIGIN

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

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

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

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

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

(2) Outside the United States.

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

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror 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 (b)(3) through (b)(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 it does not conduct any restricted business operations in Sudan.