

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS
(DEPARTMENT OF DEFENSE)**

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The Offeror certifies that –

- (1) The prices in the Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
 - (i) the prices,
 - (ii) the intention to submit an offer, or
 - (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in the Offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the Offer is considered to be a certification by the signatory that the signatory –

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principal(s) in certifying that the/those principal(s) has/have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[insert full name of person(s) in the Offeror's organization responsible for determining the prices offered, and the title of his or her position in the Offerors organization];

- (ii) As an authorized agent, does certify that the principal(s) named in subparagraphs (b)(2)(i) above has/have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS (SEP 2007) (MODIFIED)**

(Applicable when solicitations are expected to result in Orders that exceed \$150,000)

- (a) *Definitions.* As used in this clause-*Lobbying contact* has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the Federal Acquisition Regulations (FAR) clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (FAR 52.203-12) is hereby incorporated by reference in this clause.
- (c) *Certification.* The Offeror, by signing the Offer, hereby 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 its behalf in connection with the awarding of the Order.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a Lobbying contact on behalf of the Offeror with respect to the Order, 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.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into the Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure required to be filed or amended by this clause, shall be subject to a civil penalty of not less than \$10,000, for each such failure.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) (MODIFIED)

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

Common Parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

Taxpayer Identification Number (TIN), this clause means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) Offeror must submit the information required in paragraphs (d) through (f) of this clause 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 IRS. If the resulting Order is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the Order.
- (c) 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 order 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.

(d) 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 a Federal Government;

(e) 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 _____.

(f) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of common parent:
 - Name _____
 - TIN _____

52.204-5 WOMEN-OWNED BUSINESS - OTHER THAN SMALL BUSINESS (MAY 1999)
(MODIFIED)

- (a) *Definition.* *Women-owned business concern*, as used in this clause, 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.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it is a women-owned business concern.

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010) (MODIFIED)

(Applicable when Order value is expected to exceed \$25,000)

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

Executive means officers, managing partners, or any other employee in management positions.

First-tier Order means an order awarded directly by Buyer to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements such as long-term arrangements for materials or supplies that would normally be applied to Buyer's general and administrative expenses or indirect cost.

Total Compensation means the cash and noncash dollar value earned by the executive during the Offeror's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
 - (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - (4) Change in pension value. This is the change in present value of defined benefit and actuarial plans.
 - (5) Above-market earnings on deferred compensation which is not tax qualified.
 - (6) Other compensation, if the aggregate value of all other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceed \$10,000.
- (b) Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. No. 110-252), requires prime contractors to report information on First-tier orders. The law requires all reported information be made public.
- (c) Unless exempt or otherwise directed by Buyer, within ten (10) working days following the month of award of the First-tier order with a value of \$25,000 or more, and annually thereafter, the Offeror shall report the names and total compensation of each of the five most highly compensated executives for the Offeror's preceding completed fiscal year to the Buyer, if—
- (1) In the Offeror's preceding fiscal year, the Offeror received—
 - (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (2) The public does not have access to information about the compensation of executives through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execom.htm>.)

(d) Offeror represents it is exempt from this reporting requirement because:

- (1) In the preceding fiscal year, Offeror did not receive 80% or more of its annual gross income from Federal contracts (see (c)(1)) above; and did not have \$25,000,000 or more in annual gross revenues from Federal contracts; or
- (2) The public has access to information about the compensation of executives through periodic reports filed under section 13 (a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78M(A) 780(d) or section 6104 of the Internal Revenue Code of 1986 in accordance with (c)(2) above; or
- (3) Offeror represents it is not exempt from the reporting requirement and agrees to provide such information to the Buyer prior to award and annually thereafter and understands that award may not be made until the required information is provided to the Buyer.

Executive Name	Compensation
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010) (MODIFIED)
(Applicable when solicitations are expected to result in Orders that exceed \$150,000)

- (a)
 - (1) The Offeror certifies, to the best of its knowledge and belief, that-
 - (i) The Offeror and/or any of its Principals -
 - (A) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have, have not , within a three-year period preceding the 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 public (Federal, state, or local) 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, or violating Federal criminal tax law or receiving stolen property (if Offeror checks "have," the Offeror shall also see FAR 52.209-7 included in these representations and certifications); and
 - (C) Are, are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this clause; and
 - (D) Have, have not , within a three-year period preceding the Offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) 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.
- (ii) 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.

(2) *Examples.*

- (i) 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.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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).
- (ii) The Offeror has [] has not [], within a three-year period preceding the Offer, had one or more contracts terminated for default by any Federal agency.

(2) *Principal*, for the purposes of this certification, means an officer; director; owner; partner; and/or, a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Buyer if, at any time prior to Order award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this clause exists will not necessarily result in withholding of an Order under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Buyer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this clause. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this clause is a material representation of fact upon which reliance was placed when awarding the Order. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Buyer, the Buyer may terminate the Order resulting from this solicitation for default.

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010) (MODIFIED)
(Applicable when solicitations are expected to result in Orders that exceed \$500,000)

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

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 orders, 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 orders (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 orders, contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this clause, the Offeror represents, by submission of the 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 the 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 (5) 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 Offeror 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 clause.

(2) If the Offeror has been involved in the last five (5) years in any of the occurrences listed in (c)(1) of this clause, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see FAR 52.204-7).

TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that--

(a) It operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation incorporated under the laws of the State of _____

(b) If the Offeror is a foreign entity, it operates as: an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____
(Country)

52.215-6 PLACE OF PERFORMANCE (OCT 1997) (MODIFIED)

(a) The Offeror, in the performance of any order resulting from this solicitation, intends, does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

(b) If the Offeror checks "intends" in paragraph (a) of the provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and address of owner and operator of the plant or facility if other than Offeror
_____	_____
_____	_____
_____	_____

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) (MODIFIED)

(a) (1) The North American Industry Classification System (NAICS) code for this solicitation is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other

than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is five-hundred (500) employees.

(b) *Representations.*

- (1) The Offeror represents as part of the Offer that it [] is, [] is not a small business concern.
- (2) (Complete only if the Offeror represents itself as a small business concern in paragraph (b)(1) of this clause.) The Offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the Offeror represents itself as a small business concern in paragraph (b)(1) of this clause.) The Offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) (Complete only if the Offeror represents itself as a small business concern in paragraph (b)(1) of this clause.) The Offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) (Complete only if the Offeror represents itself as a veteran-owned small business concern in paragraph (b)(4) of this clause.) The Offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if the Offeror represents itself as a small business concern in paragraph (b)(1) of this clause.) The Offeror represents, as part of the 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 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 (b)(6)(i) of this clause 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.

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

Service-disabled veteran-owned small business concern-- means

(1) *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, which 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 the size standard in paragraph (a) of this clause.

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 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.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act ("the Act") or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall –
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002), complete the following paragraph (b)(7) if the Order will exceed \$25,000

- (7) [Complete if Offeror represented itself as disadvantaged in paragraph (b)(2) of this clause.] 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).

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (April 2009)
(MODIFIED)

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

Long-term Order means an order of more than five (5) years in duration, including options. However, the term does not include orders that exceed five (5) years in duration because the period of performance has been extended for a cumulative period not to exceed six (6) months under the clause at FAR 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, which 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 the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Offeror represented that it was a small business concern prior to award of the resulting Order, the Offeror shall re-represent its size status according to paragraph (e) of this clause, upon the occurrence of any of the following:

(1) Within thirty (30) days after execution of a novation agreement or within thirty (30) days after modification of the Order to include this clause, if the novation agreement was executed prior to inclusion of this clause in the Order.

(2) Within 30 days after a merger or acquisition that does not require a novation or within thirty (30) days after modification of the Order to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the Order.

(3) For long-term Orders—

(i) Within sixty (60) to one-hundred twenty (120) days prior to the end of the fifth year of the Order; and

(ii) Within sixty (60) to one-hundred twenty (120) days prior to the date specified in the Order for exercising any option thereafter.

(c) The Offeror shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the NAICS code assigned to the Order. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstotics/>.

(d) The small business size standard for an offeror providing a product which it does not manufacture itself, for an order other than a construction or service order, is five-hundred (500) employees.

(e) Except as provided in paragraph (g) of this clause, the Offeror shall make the re-representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Offeror's current status. The Offeror shall notify Buyer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

- (f) If the Offeror represented that it was other than a small business concern prior to award of the Order, the Offeror may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

The Offeror represents that it [] is, [] is not a small business concern under NAICS Code _____.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (MODIFIED)

The Offeror represents that-

- (a) It [] has [] has not participated in a previous order, contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [] has [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed the Offeror will be obtained before Order award.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that-

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

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010) (MODIFIED)

(Applicable when solicitations are expected to result in competitive Orders that exceed \$150,000)

By submission of the Offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (if it has any order containing FAR 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (MODIFIED)

(Applicable when solicitations are expected to result in Orders that exceed \$100,000)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for Order award.
- (b) By signing the Offer, the Offeror certifies that—
- (1) As the owner or operator of facilities that will be used in the performance of the Order that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the Order the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
 - (2) None of its owned or operated facilities to be used in the performance of the Order is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- [](i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- [](ii) The facility does not have ten (10) or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- [](iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [](iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- [](v) The facility is not located in the United States or its outlying areas.

52.225-2 BUY AMERICAN ACT CERTIFICATE (FEB 2009) (MODIFIED)

As prescribed in FAR 25.1101(a)(2):

(a) The Offeror certifies that each end product, except those listed in paragraph (b) of this clause, is a domestic end product and that for other than Commercially Available Off-The-Shelf (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 “COTS item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined as “end products” for Buyer’s Government prime contract in the clause of this solicitation entitled “Buy American Act—Supplies.”

(b) Foreign End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(c) The Buyer will evaluate offers in accordance with the policies and procedures of PAR Part 25.

52.225-6 TRADE AGREEMENTS CERTIFICATE (Jan 2005) (MODIFIED)

(Applicable when solicitations are expected to result in Orders that exceed \$203,000)

As prescribed in FAR 25.1101(c)(2), insert the following provision:

- (a) The Offeror certifies that each end product, except those listed in paragraph (b) of this clause is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The Offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

- (c) The Buyer will evaluate offers in accordance with the policies and procedures of Part 25 of the FAR. For line items covered by the World Trade Organization Government Procurement Agreement, the Buyer will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Buyer will consider for award only offers of U.S.-made or designated country end products unless the Buyer determines that there are no offers for such products or that the Offers for those products are insufficient to fulfill the requirements of this solicitation.

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

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

Manufactured end product means any end product in Federal Supply Classes 1000-9999, except—

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

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

- (b) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) Outside the United States.

52.227-6 ROYALTY INFORMATION (APR 1984) (MODIFIED)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor,

(2) Date of license agreement,

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable,

(4) Brief description, including any part or model numbers of each Order item or component on which the royalty is payable,

(5) Percentage or dollar rate of royalty per unit,

(6) Unit price of Order items,

(7) Number of units, and

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Buyer before execution of the Order, the Offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the FAR clause at 52.227-14, Rights in Data--General). The resulting Order may also provide the Government the option to order additional data under the Additional Data Requirements FAR clause at 52.227-16, if included in the Government prime contract. Any data delivered under the resulting Order will be subject to the Rights in Data--General FAR clause at 52.227-14 included in the Order. Under the latter clause, Offeror may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Offeror's facility.

(b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*Offeror check appropriate block*]—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of the data should an Order be awarded to the Offeror.

**52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)
(MODIFIED)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offeror shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant Order.

If the Offeror is an educational institution, Part II does not apply unless the contemplated Order will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) If the resulting Order is in excess of \$650,000, it will be subject to the requirements of the CAS Board (48 CFR Chapter 99), except for those Orders which are exempt as specified in 48 CFR 9903.201-1.
- (b) The Offeror, by submitting a proposal which, if accepted, will result in an Order subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of the Offer. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this clause.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the Offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing the Offer are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing the Offer are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which the Offer was submitted. The Offeror further certifies that if such status changes before an award resulting from the Offer, the Offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which the Offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from the Offer has not been made within ninety (90) days after the end of that period, the Offeror will immediately submit a revised certificate to Buyer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this clause, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: The Offeror, if currently required to disclose because it was awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS – ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant Order is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the CAS clause.

The Offeror hereby claims an exemption from the CAS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which the Offer was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an Order award resulting from the Offer, the Offeror will advise Buyer immediately.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if the Offer is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated Order would, in accordance with subparagraph (a)(3) of the CAS clause, require a change in established cost accounting practices affecting existing orders, contracts, and subcontracts.

YES NO

(End of provision)

Alternate I (APR 1996).

As prescribed in FAR 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

(5) Certificate of Disclosure Statement Due Date by Educational Institution.

If the Offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1 (f), is or will be required to submit a Disclosure Statement after receipt of the Order, the Offeror hereby certifies that (check one and complete):

(i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of the Order.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be filed: Offerors shall examine each part and provide the requested information in order to determine CAS requirements applicable to any resultant Order.

If the Offeror is an educational institution, Part II does not apply unless the contemplated Order will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009) (MODIFIED)

(Applicable when solicitations are expected to result in Orders that exceed \$150,000)

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

- (1) *Government of a terrorist country* includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) *Terrorist country* means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the

government of which has repeatedly provided support for acts of international terrorism. As of the date of this clause, terrorist countries subject to this clause include: Cuba, Iran, Sudan, and Syria.

(3) *Significant interest* means—

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no Order may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.
- (c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to the Offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—
- (1) Identification of each government holding a significant interest; and
 - (2) A description of the significant interest held by each government.

252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009) (MODIFIED)

(Applicable to all solicitations subject to the Buy American Act and Balance Payments Program, unless the solicitation is solely for machine tools (see 225.1101(1))

- (a) *Definition.* As used in this clause- *Commercially Available Off-The-Shelf (COTS)* item, domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) *Evaluation.* The Buyer—
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement (DFARS); and
 - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act and the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the Offeror certifies that—

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number		Country of Origin

(3) The following end products are other foreign end products, including 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 (ii) of the definition of “domestic end product”:

Line Item Number		Country of Origin (If known)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010)

(Applicable when first-tier offers are expected to exceed \$650,000)

- (a) *Definition.* As used in this clause- “United States” means the 50 States, the District of Columbia, and outlying areas.
- (b) The Offeror shall submit, with its Offer, a report of intended performance outside the United States and Canada if—
 - (1) The Offer exceeds \$12.5 million in value; and
 - (2) The Offeror is aware that the Offeror intends to perform any part of the Order outside the United States and Canada that—
 - (i) Exceeds \$650,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (c) Information to be reported includes that for—
 - (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (d) The Offeror shall submit the report using—
 - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (e) The Offeror may obtain a copy of DD Form 2139 from the Buyer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUNE 2005)

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

- (1) *Foreign person* means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
- (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 50 U.S.C. App. 2415(2) and means—
 - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
 - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
 - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) *Certification.* If the Offeror is a foreign person, the Offeror certifies, by submission of an offer, 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. 2407(a) prohibits a United States person from taking.

252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009) (MODIFIED)

(a) *Definitions.* “*Bahrainian end product*,” “*COTS item*,” “*component*,” “*domestic end product*,” “*Free Trade Agreement country*,” “*Free Trade Agreement country end product*,” “*foreign end product*,” “*Moroccan end product*,” “*qualifying country end product*,” and “*United States*” as used in this clause have the meanings given in the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Buyer—

- (1) Will evaluate the Offers in accordance with the policies and procedures of Part 225 of the DFAR Supplement; and
- (2) For line items subject to Free Trade Agreements, will evaluate the Offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

- (1) For all line items subject to the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation, the Offeror certifies that—
 - (i) Each end product, except the end products listed in paragraph (c)(2) of this clause, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror shall identify all end products that are not domestic end products.

- (i) The Offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number) (Country of Origin)

- (ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

(Line Item Number) (Country of Origin)

- (iii) The following supplies are other foreign end products, including 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 (ii) of the definition of domestic end product”.

(Line Item Number) (Country of Origin (If known))

ALTERNATE I (OCT 2006)

As prescribed in DFARS 225.1101(10), substitute the phrase “Canadian end product” for the phrases “Bahrainian end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” and “Moroccan end product” in paragraph (a) of the basic provision; and substitute the phrase “Canadian end products” for the phrase “Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products” in paragraphs (b)(2) and (c)(2)(ii) of the basic clause.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this clause are defined in the following clause or clauses contained in this solicitation—
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data—Noncommercial Items clause, or, if this solicitation contemplates an Order under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates an order under the SBIR Program, the Rights in Noncommercial Technical Data and Computer Software--SBIR Program clause.
- (b) The identification and assertion requirements in this clause apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For orders to be awarded under the SBIR Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting Order. Notification and identification is not required for restrictions based solely on copyright.

- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an Offer is submitted to the Buyer, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Buyer with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to the Offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be furnished with restrictions *	Basis for Assertion **	Category ***	Names of person Asserting Restrictions ****
(LIST)	(LIST)	(LIST)	(LIST)

[] None (check if no data or software will be submitted without restriction)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date_____

Printed Name and Title_____

Signature_____

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this clause with the Offer may render the Offer ineligible for award.
- (f) If the Offeror is awarded an Order, the assertions identified in paragraph (d) of this clause shall be listed in an attachment to that Order. Upon request by the Buyer, the Offeror shall provide sufficient information to enable the Buyer to evaluate any listed assertion.

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUNE 1995)

The Offeror shall attach to the Offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under the Order with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract, order, or subcontract. The attachment shall identify—

- (a) The Order number under which the data or software were produced;
- (b) The Order number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(Applicable to all solicitations other than those for direct purchase of ocean transportation services, or those with an anticipated value below the small purchase threshold in FAR Part 13)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause whether transportation of supplies by sea is anticipated under the resultant Order. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation.

The Offeror represents that it—

Does anticipate that supplies will be transported by sea in the performance of any Order resulting from this solicitation.

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

- (c) Any Order 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 Order will also include the DFARS 252.247-7024, Notification of Transportation of Supplies by Sea.

ANTI-CORRUPTION COMPLIANCE. Offeror represents and warrants to Buyer that:

- (a) Offeror is familiar with the terms and provisions of and agrees to comply with the U.S. Foreign Corrupt Practices Act (the "FCPA") and any applicable international and local country anti-bribery and anti-corruption laws and regulations (the FCPA and such applicable international and local country laws and rules are individually and collectively referred to as "Anti-Corruption Laws") and the purposes of such Anti-Corruption Laws.
- (b) Offeror is familiar with, and agrees to comply with, the FCPA prohibition of the Offering, authorization, payment or giving of anything of value, either directly or indirectly, to an official of a non-U.S. government or a public international organization, or any other person of similar authority for the purpose of (i) influencing any act or decision by that person in his/her official capacity, (ii) inducing that person to do or omit any act in violation of his/her official capacity, (iii) inducing that person to influence an act or decision of the governmental or international organization in order to obtain or retain business for, or direct business to, any person, or (iv) to secure any improper advantage.
- (c) Neither Offeror nor any of its employees, representatives and/or agents is an official, officer, employee or representative of any public international organization, government or political party or a candidate for political office.

Offeror acknowledges that all payments to Offeror under any resulting Order shall be made by check or wire transfer to accounts, with a recognized banking institution, that are owned and controlled by Offeror, and that none shall be made by cash or other negotiable instrument. Offeror agrees that its books and records relating to transactions pursuant to any resulting Order shall be subject to audit at reasonable times as necessary to ensure compliance with any Anti-Corruption Laws. Offeror further agrees that any failure by Offeror to comply with the terms of this paragraph shall give Buyer the immediate right to terminate any resulting subcontract upon notice to Offeror without further payment or obligation of Buyer to Offeror following or as a result of such termination.

INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) COMPLIANCE CERTIFICATION

As a potential vendor or subcontractor to Buyer, Offeror hereby acknowledges that information exchanged between Buyer and Offeror may include the use of, or access to, Technical Data (as defined in 22 CFR 120.10) that is subject to export controls under 22 CFR 120-130 "ITAR" and its successor and supplemental laws and regulations.

Part I - Before entering into technical discussions, or otherwise transferring Technical Data to Offeror, Buyer requires the following certifications. Therefore, by submittal of its proposal and/or execution of these Representations and Certifications, Offeror hereby certifies:

- (1) it meets the definition of a "corporate" U.S. Person as defined at 22 CFR Parts 120.14 and 120.15, (See below);
- (2) its representative(s) dealing directly with Buyer meet the definition of a "natural" U.S. Person as defined at 22 CFR Parts 120.14 and 120.15, (See below);
- (3) it will not disclose, or otherwise provide access to, Buyer Technical Data to a Foreign Person (as defined at 22 CFR Part 120.16) including but not limited to employees, contractors, consultants, business partners, subcontractors or vendors, without prior U.S. Government approval in compliance with all Export Regulations;
- (4) it will be responsible for ensuring that all U.S. Government export control requirements will be conveyed to all sub-tier vendors or subcontractors that will be provided access to Buyer Technical Data;

Offeror further represents and agrees:

- (1) to immediately notify the Buyer if the Offeror is acquired by a foreign entity or becomes otherwise owned or controlled by a foreign entity;
- (2) to immediately notify the Buyer of any changes in status affecting the Offeror's standing with the U.S. Government with regards to restrictions of its export privileges and/or any debarment actions.

Part II - Export Control Markings:

Any Technical Data supplied by Buyer that is subject to ITAR export control will bear the following marking:

"WARNING - This document contains Technical Data whose export is restricted by the Arms Export Control Act (Title 22, U.S. C., Sec 2751, et seq.) International Traffic in Arms Regulations (ITAR). Disclosure to foreign persons without prior U.S. Government approval is prohibited. Violations of these export laws and regulations are subject to severe criminal penalties."

Part III - Registration as a Defense Manufacturer/Exporter:

Section 122.1(a) of the ITAR requires that any person who engages in the United States in the business of either manufacturing or exporting defense articles or furnishing defense services is required to register

with the Directorate of Defense Trade Controls (DDTC). Manufacturers who do not engage in exporting must nevertheless register.

Please indicate the following information with regards to your company:

- Offeror is registered with DDTC.
- Offeror is not registered with DDTC,
- Offeror is exempt from registration with DDTC for the following reason:
 - 122.1(b)(1) Officers and employees of the U.S. Government acting in an official capacity
 - 122.1(b)(2) Persons whose pertinent business activity is confined to the production of unclassified technical data only
 - 122.1(b)(3) Persons all of whose manufacturing and export activities are licensed under the Atomic Energy Act of 1954, as amended
 - 122.1(b)(4) Persons who engage only in the fabrication of articles for experimental or scientific purpose, including research and development.

Part IV - Definitions

22 CFR 120.10 - Technical data.

(a) *Technical data* for the purpose of this subchapter means-

- (1) Information, other than software as defined in §120.10(a)(4), which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles. This includes information in the form of blueprints, drawings, photographs, plans, instructions and documentation.
- (2) Classified information relating to defense articles and defense services;
- (3) Information covered by an invention secrecy order;
- (4) Software as defined in §121.8(f) of this subchapter directly related to defense articles;
- (5) This definition does not include information concerning general scientific, mathematical or engineering principles commonly taught in schools, colleges and universities or information in the public domain as defined in §120.11. It also does not include basic marketing information on function or purpose or general system descriptions of defense articles.

22 CFR 120.14 - Person - Person means a natural person as well as a corporation, business association, partnership, society, trust, or any other entity, organization or group, including governmental entities. If a provision in this subchapter does not refer exclusively to a foreign person (§120.16) or U.S. person (§120.15), then it refers to both.

22 CFR 120.15 - U.S. Person - U.S. person means a person (as defined in section 120.14 of this part) who is lawful permanent resident as defined by 8 U.S.C. 1101(a)(20) or who is a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the United States. It also includes any governmental (federal, state or local) entity. It does not include any foreign person as defined in section 120.16 below.

22 CFR 120.16 - Foreign Person - Foreign persons means any natural person who is not a lawful permanent resident as defined by 8 U.S.C. 1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g. diplomatic missions).

Signature/Certification

By signing below, the Offeror certifies, under penalty of law, that the representations and certifications contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer or Employee
Responsible for the Offer

Name of Organization

Typed or Printed Name and Title of the Officer
or Employee Responsible for the Offer

Street

Date of Execution

City, State