

**COMBINED SYNOPSIS/SOLICITATION**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulations (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. Solicitation documents and incorporated provisions are those in effect through Federal Acquisition Circular 2023-01, DFARS Publication Notice (DPN) 20221219, and NMCARS 18-22.

**General Information**

<b>Solicitation Type</b>	Request for Quote, FAR Subpart 13.5
<b>Solicitation Number</b>	N0017323QKN04
<b>Posted Date</b>	April 26, 2023
<b>Response Date / Time</b>	May 10, 2023, 5PM EDT
<b>NAICS Code</b>	334515
<b>Size Standard</b>	750 employees
<b>Product or Service Code</b>	6625
<b>Set-Aside</b>	N/A
<b>Contract Type</b>	Firm Fixed-Price (FFP)
<b>Point(s) of Contact</b>	Kevin Nguyen, Contract Specialist, kevin.nguyen@nrl.navy.mil Jason Calandruccio, Contracting Officer, Jason.calandruccio@nrl.navy.mil

All changes to this solicitation that occur prior to the closing date will be issued via amendment posted to the announcement on Contract Opportunities ([www.sam.gov](http://www.sam.gov)). It is the responsibility of interested vendors to monitor the announcement for amendments that may be issued to this solicitation. For changes made after the closing date, only those vendors that provide a quote will be provided any changes/amendments and considered for future discussions and/or award.

**Questions must be submitted to the Point(s) of Contact listed above no later than five (5) days after the Posted Date.**

**Requirement Information**

The Naval Research Lab (NRL), Communications Countermeasures Section within the Aerospace Electronic Warfare Systems Branch (Code 5731) in Washington, DC has a requirement for the procurement of the items described herein and in Attachment 1.

- **\*\*This is a "Brand Name or Equal" requirement in accordance with FAR 52.211-6. DO NOT SUBSTITUTE\*\***
- This procurement is for new equipment ONLY, unless otherwise specifically stated. No remanufactured or "gray market" items are acceptable. All equipment must be covered by the manufacturer's warranty.
- Vendor shall be an Original Equipment Manufacturer (OEM), an OEM authorized dealer, an authorized distributor, or an authorized reseller for the proposed equipment/system such that OEM warranty and service are provided and maintained by the OEM. All software licensing, warranty, and service associated with the equipment/system shall be in accordance with the OEM terms and conditions
- Offerors are required to submit documentation from the manufacturer stating that they are an authorized distributor/reseller for the specific items being procured.

The requirements have been broken into three separate phases:

1. Basic Award: Upgrade the F8800ARF1 Propsim 24 Channel Emulator to support 64 channels in the 5G FR1 Band: 450 MHz – 6 GHz

2. Option 1: Add the capability to auto-calibrate amplitude and phase for each test setup
3. Option 2: Add 8 additional channels in the 5G FR2 Band: 39 GHz.

At the time of award, a decision will be made as to which of the two optional requirements will be made (none, either, or both).

The anticipated line item structure, as follows, is based on the items outlined in the specifications (Attachment 1):

<b>Basic Award – Upgrade to 64 Channels</b>					
<b>Item</b>	<b>Schedule of Supplies/Services</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
0001	F8800U-R60 RF Opt. 6 GHz Channel Unit (CU)	5	EA	\$	\$
0002	F8800U-016 Signal BW 160 MHz 8 TRX ports per CU	5	EA	\$	\$
0003	F8800ARF1 (SOLN) Channel Unit, 8 TRX ports	5	EA	\$	\$
0004	R-47-012-C One year maintenance repair and standard calibration;	5	EA	\$	\$
0005	F8800ASTU (SOLN) Upgrades PROPSIM F64 Standard Tools support	1	EA	\$	\$
0006	R-45N-099-A Node-locked license	1	EA	\$	\$
0007	R-46N-001-L 12 months upgrades and support	1	EA	\$	\$
0008	F8800ASHU (SOLN) Upgrade PROPSIM F64 Shadowing support	1	EA	\$	\$
0009	R-45N-099-A Node-locked license	1	EA	\$	\$
0010	R-46N-001-L 12 months upgrades and support	1	EA	\$	\$
0011	F8800AAWU (SOLN) Upgrade PROPSIM F64 AWGN license	1	EA	\$	\$
0012	R-45N-099-A Node-locked license	1	EA	\$	\$
0013	R-46N-001-L 12 months upgrades and support	1	EA	\$	\$
0014	F8800UM16 (SOLN) Upgrades 1 to 16 MIMO CH	1	EA	\$	\$
0015	R-45N-099-A Node-locked license	1	EA	\$	\$
0016	R-46N-001-L 12 months upgrades and support	1	EA	\$	\$
0017	PS-XSUP-AESN1 AEO Solution Support Days to be delivered over 12 months from order	5	EA	\$	\$
0018	Shipping	1	EA	\$	\$
0019	Installation/Training	1	LOT	\$	\$
	<b>Total – Base Award</b>				<b>\$</b>

<b>Option 1 – Add Auto Calibration</b>					
<b>Item</b>	<b>Schedule of Supplies/Services</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
0020	F8800C08A Integrated lab setup calibration license for eight (8) Channel Units	8	EA	\$	\$
	<b>Total - Option 1</b>				<b>\$</b>

<b>Option 2 – Add 8 5G NR FR2 Channels</b>					
<b>Item</b>	<b>Schedule of Supplies/Services</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
0021	E7770A Common Interface Unit	1	EA	\$	\$
0022	Hardware Support plan, 1 year	1	EA	\$	\$
0023	M1740A mmWave Transceiver for 5G, RF cable N-SMA 4 m, RF cable TNC- SMA 4m	4	EA	\$	\$
0024	F8800AUD1 (SOLN) Remote Radio Head driver	4	EA	\$	\$
0025	R-46N-001-L 12 months upgrades and support, node-locked	4	EA	\$	\$
0026	R-45N-099-A Node-locked license	4	EA	\$	\$
0027	PS-XSUP-AESN1 AEO Solution Support Days to be delivered over 12 months from order	3	EA	\$	\$
0028	F9860A008 (SOLN) PROPSIM GCM 5G mmWave OTA probe mapping option	1	EA	\$	\$
0029	R-46N-001-L 12 months upgrades and support, node-locked	1	EA	\$	\$
0030	R-45N-99-A Node-locked license	1	EA	\$	\$
0031	F9860A006 (SOLN) PROPSIM GCM 5G multi-beam modeling	1	EA	\$	\$
0032	R-46N-001-L 12 months upgrades and support, node-locked	1	EA	\$	\$
0033	R-45N-99-A Node-locked license	1	EA	\$	\$
	<b>Total – Option 2</b>				\$

<b>TOTAL PRICE</b>	\$
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In accordance with FAR 52.204-22, alternative line items structures that best reflect the Offeror's practices and proposed items may be submitted.

### **Training**

The Contractor shall provide on-site training for the RF channel emulator to include initial system set up, configuration, and maintenance of the system, as well as the completion of operation tasks.

### **Warranty**

The Contractor shall warranty the complete system, to include any options exercised, for at least one year. This warranty support shall include the rights to and installation of any software updates that are released during the warranty period.

### **Documentation**

The Contractor shall provide complete documentation of the system and subsystems to include a paper and electronic copy of system level documentation, and electronic copy of user and maintenance manuals for all components.

**Usage Rights**

The Government shall have unlimited rights during and at the completion of the warranty period for the permanent use of the RF channel simulator to include any hardware or software upgrades that were delivered during the warranty period.

**Delivery and Other Requirement Information**

<b>Estimated Delivery Date</b>	120 days from date of award
<b>Delivery Location</b>	U.S. Naval Research Laboratory 4555 Overlook Avenue, S.W. Bldg. 49 – Shipping/Receiving Code 5731 (Michael Asbery) Washington, DC 20375
<b>Inspection / Acceptance</b>	Destination - All items delivered under this action will be inspected/accepted by the Government within thirty (30) days of delivery.
<b>FOB Point</b>	Destination
<b>DPAS</b>	DO-C9

**Quotation Submission Information****(a) Submission:**

Quotations shall be submitted electronically via email to the Point(s) of Contact by the Response Date/Time identified in the General Information Section above. A confirmation of receipt will be provided, but it is the sole responsibility of the Offeror to ensure that its response is received in its entirety and in a timely manner.

**(b) Quote Requirements:**

Offerors shall provide a quote with their proposed products, and pricing, along with product literature for the items being offered so that compliance with the specifications can be evaluated. The quote shall also include:

1. Description of standard commercial warranty and any extended warranty (if not described in the Offeror's standard terms and conditions), and warranty for underlying subcomponents. Offeror's warranty terms and conditions must be included as an attachment to the quote and will be included in the contract by addendum.
2. If shipping is not priced as a separate line item, a statement that shipping is included in the overall price of the items.
3. Documentation from the manufacturer stating that they are an authorized distributor for the specific item(s) being procured.
4. Software Licenses - If including a software product in its quotation, Offerors shall provide a summary of its standard federal government software license in its technical quotation. The full software license must be added as an attachment to the quote. If the Offeror does not have a federal government software license, the Offeror shall provide a summary and copy of its commercial software license customarily provided to the public

**(c) Company Information:**

The Offeror shall ensure the following information is submitted:

- Company Name
- Address
- CAGE / UEI Number
- Web Page URL
- Company point of contract, phone # and mail

(d) System for Award Management (SAM):

Offerors must be registered in SAM ([www.sam.gov](http://www.sam.gov)) in order to be considered for award. Offerors shall complete provision FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, included in full-text below. This provision requires the completion of reps and certs in SAM with the completion of paragraph (b) of the provision. If the Offeror has not completed the annual representations and certifications electronically in SAM, the Offeror shall complete only paragraphs (c) through (v) of this provision.

**Evaluation and Basis for Award**

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. Factors other than price shall be considered, and a Price/Technical Tradeoff analysis of both price and non-price factors will be conducted in evaluating each quote submitted. Trade-off considerations may result in the determination that it is in the best interest of the Government to award to other than the lowest priced offeror or other than the highest technically rated offeror. The following factors shall be used to evaluate offers:

1. Compliance with Specifications

Rating	Description
Outstanding	Quote meets all minimum requirements and exceeds requirements of the RFQ and Attachment 1
Acceptable	Quote meets all minimum requirements
Marginal	Quote meets some minimum requirements
Unacceptable	Quote does NOT meet any minimum requirements

2. Price Reasonableness

Vendors shall be evaluated based on their total price, with any/all options to maximize performance. Price reasonableness is expected to be based on competitive quotations, but the Government reserves the right to use any of the techniques described at FAR 13.106-3(a)(2).

At the time of contract award, a determination will be made as to which options, if any, will be exercised.

3. Order of Importance:

Based on the factors above, Factor 1 (Compliance with Specifications) is more important than Factor 2 (Price Reasonableness).

(b) Award on Initial Responses; Exchanges with Best-Suited Contractor

The Government anticipates selecting the best-suited contractor from initial responses, and make award without engaging in exchanges [discussions] with vendors. Vendors are strongly encouraged to submit their best technical solutions and price in response to this RFQ. However, the Government may engage in limited

exchanges to clarify certain aspects of quotes. Once the Government determines the contractor that is the best-suited (i.e., the apparent successful contractor), the Government reserves the right to communicate with only that contractor to address any remaining issues and revise quotes, if necessary, and finalize an award with that contractor. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined in the sole discretion of the Government, the Government reserves the right to conduct exchanges with the next best-suited contractor and address any remaining issues and revise quotes, if necessary, and finalize an award with that contractor.

(c) Applicable Provisions / Clauses

All clauses and provisions can be found on acquisition.gov.

(d) The following clauses will be incorporated into the resultant award:

Regulation	Title	Date	IBR or FT*
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020	IBR
FAR 52.204-13	System for Award Management Maintenance	OCT 2018	IBR
FAR 52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020	IBR
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014	IBR
FAR 52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services	NOV 2021	IBR
FAR 52.212-5	<p>Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Products and Commercial Services</p> <p><i>The following additional FAR clauses cited in this clause are applicable to the acquisition:</i></p> <ul style="list-style-type: none"> <li>• FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (NOV 2021)</li> <li>• FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)</li> <li>• FAR 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)</li> <li>• FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021)</li> <li>• FAR 52.219-8 Utilization of Small Business Concerns (OCT 2022)</li> <li>• FAR 52.219-28 Post Award Small Business Program Representation (MAR 2023)</li> <li>• FAR 52.222-3 Convict Labor (JUN 2003)</li> <li>• FAR 52.222-21 Prohibition of Segregated Facilities (APR 2015)</li> <li>• FAR 52.222-26 Equal Opportunity (SEPT 2016)</li> <li>• FAR 52.222-35 Equal Opportunity for Veterans (JUN 2020)</li> <li>• FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)</li> <li>• FAR 52.222-37 Employment Reports on Veterans (JUN 2020)</li> </ul>	MAY 2022	FT

Regulation	Title	Date	IBR or FT*
	<ul style="list-style-type: none"> <li>• FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)</li> <li>• FAR 52.222-50 Combating Trafficking in Persons (NOV 2021)</li> <li>• FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)</li> <li>• FAR 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)</li> <li>• FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)</li> </ul>		
FAR 52.222-19	Child Labor-Cooperation with Authorities and Remedies (DEVIATION 2020-O0019)	JAN 2022	FT
FAR 52.247-34	F.O.B. Destination	NOV 1991	IBR
FAR 52.252-2	Clauses Incorporated By Reference	FEB 1998	FT
FAR 52.252-6	Authorized Deviations In Clauses	NOV 2020	FT
DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011	IBR
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022	IBR
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992	IBR
DFARS 252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016	IBR
DFARS 252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021	IBR
DFARS 252.211-7003	Item Unique Identification and Valuation	MAR 2022	FT
DFARS 252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010	IBR
DFARS 252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013	IBR
DFARS 252.225-7001	Buy American and Balance of Payments Program	JAN 2023	IBR
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	MAR 2022	IBR
DFARS 252.225-7012	Preference for Certain Domestic Commodities	MAR 2022	IBR
DFARS 252.225-7048	Export-Controlled Items	JUN 2013	IBR
DFARS 252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022	IBR
DFARS 252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015)	MAY 2020	IBR
DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019	IBR
DFARS 252.227-7015	Technical Data--Commercial Items	FEB 2014	IBR
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022	IBR
DFARS 252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018	IBR
DFARS 252.232-7006	Wide Area WorkFlow Payment Instructions	DEC 2018	FT
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006	IBR
DFARS 252.232-7017	Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration	APR 2020	IBR
DFARS 252.239-7018	Supply Chain Risk	FEB 2019	IBR
DFARS 252.243-7002	Requests for Equitable Adjustment	DEC 2012	IBR
DFARS 252.244-7000	Subcontracts for Commercial Items	JAN 2021	IBR
DFARS 252.246-7008	Sources of Electronic Parts	MAY 2018	IBR

\*Incorporated by reference or incorporated by full text in resultant award

**Addenda to FAR 52.212-4 Contract Terms and Conditions- Commercial Products and Commercial Services (NOV 2021)**

AUTHORIZED GOVERNMENT REPRESENTATIVE

Authorized Government Representative (AGR) for Inspection and Acceptance- Michael Asbery, Section Head, Code 5731, Telephone number: 202-404-3014, email: [michael.asbery@nrl.navy.mil](mailto:michael.asbery@nrl.navy.mil)

(e) The following provisions are applicable to this solicitation:

Regulation	Title	Date
FAR 52.204-7	System for Award Management	OCT 2018
FAR 52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
FAR 52.204-22	Alternative Line Item Proposal	JAN 2017
FAR 52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
FAR 52.204-26	Covered Telecommunications Equipment or Services-Representation	OCT 2020
FAR 52.209-7	Information Regarding Responsibility Matters	OCT 2018
FAR 52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	NOV 2021
DFARS 252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
DFARS 252.204-7016	Covered Defense Telecommunications Equipment or Services—Representation	DEC 2019
DFARS 252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation	MAY 2021
DFARS 252.215-7008	Only One Offer	DEC 2022
DFARS 252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
DFARS 252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2020-O0015)	MAY 2020
DFARS 252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations	SEP 2019
DFARS 252.239-7017	Notice of Supply Chain Risk	DEC 2022

**Addenda to FAR 52.212-1 – Instructions to Offerors-Commercial Items (NOV 2021)**

FAR 52.212-1(b), Submission of Offers: See additional Quotation Submission Information above

**FAR 52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (DEC 2022) Alternate I (OCT 2014)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

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

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended."Sensitive technology"—

*Sensitive technology*—

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

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

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#).

*Small business concern—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

*Women-owned small business concern* means a small business concern—

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

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). Check all that apply.

- (1) *Small business concern*. The offeror represents as part of its offer that—
- (i) It  is,  is not a small business concern; or

(ii) It  is,  is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.* ]

(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—

(i) It  is,  is not a service-disabled veteran-owned small business concern; or

(ii) It  is,  is not a joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and [\(2\)](#). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.* ] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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, 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.

(6) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it  is,  is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.* ]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it  is,  is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.* ]

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

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

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and

SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.* ] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

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, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

Individual/concern, other than one of the preceding.

(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 <http://uscode.house.gov/> U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her

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

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

(1)

(i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

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

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical 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-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No.	Country of Origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

*Other Foreign End Products:*

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

Line Item No. \_\_\_\_

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-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 Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

*Israeli End Products:*

Line Item No.

[List as necessary]

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

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

*Other End Products:*

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. 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;

(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 the threshold at [9.104-5\(a\)\(2\)](#) 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 products.*

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 Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards 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 the SAM to be eligible for award.)

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

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

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:\_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ( [12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

#### **FAR 52.233-2 Service of Protest (SEP 2006)**

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of

receipt from Code 1300: nrlcontracts@nrl.navy.mil and Code 1320 Branch Head:  
Jason.Calandruccio@nrl.navy.mil at Naval Research Laboratory, Washington DC.

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

(End of provision)

**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) – <https://www.acquisition.gov/browse/index/far>
- Defense Federal Acquisition Regulation Supplement (DFARS) – <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- Navy Marine Corps Acquisition Regulation Supplement (NMCARS) - <https://www.secnav.navy.mil/rda/DASN-P/Pages/NMCARS.aspx>

**Attachments**

Attachment 1 – Specifications