

November 2017

SP0600-15-R-0416 – Conformed RECs Basic Ordering Agreement RFP/ 0007

The Department of Defense, Defense Logistics Agency issued SP0600-15-R-0416 on July 28, 2015.

This is a conformed version of SP0600-15-R-0416 as of Amendment 0007 dated November 30, 2017.

## INFORMATION TO OFFERORS

From: DLA ENERGY – FEA Electricity Team

To all potential Basic Ordering Agreement (BOA) offerors:


DLA Energy – Electricity Team intends to establish Basic Ordering Agreements (BOAs) with contractors to supply and deliver Renewable Energy Certificates (RECs) to various locations in the Continental United States (CONUS) in support of meeting the recent Executive Order 13963 -- Planning for Federal Sustainability in the Next Decade released March 19, 2015.

Any BOA(s) resulting from this solicitation is not a contract, and there is no guarantee that any contract will result in the future. The BOA, however, may be used by authorized Ordering Agencies to expedite contracting for the supply and delivery of RECs by issuance of Purchase Orders against a DLA Holders' BOA. Vendors with BOAs will be known as "DLA BOA Holders." DLA Energy will manage administration of the BOA Holder Agreements and Ordering Agencies will manage the administration of any resultant Purchase Order.

This solicitation will be **open continuously for a period of five (5) years from the date of issuance.**

All questions related to this Request for Proposal should be directed to: [dlaenergy.eteam@dla.mil](mailto:dlaenergy.eteam@dla.mil)  
With subject "REC BOA SP0600-15-R-0416"

Please access the Federal Business Opportunities website "FedBizOpps": <https://www.fbo.gov> for access to this solicitation and for future notices.

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30  |                                   |  |   | 1. REQUISITION NUMBER<br>SP0600-15-5204   | PAGE 1 OF<br>29   |            |
|--|-----------------------------------|--|---|---|---|------------|
| 2. CONTRACT NO.  | 3. AWARD/EFFECTIVE DATE           | 4. ORDER NUMBER  | 5. SOLICITATION NUMBER<br>SP0600-15-R-0416  | 6. SOLICITATION ISSUE DATE<br>07/28/2015  |   |            |
| 7. FOR SOLICITATION INFORMATION CALL:   |                                   | a. NAME<br>Troy Dorsey/ James Decristofaro   | b. TELEPHONE NUMBER (No collect calls)<br>Area Code: 703<br>767-9166/ 767-1430  | 8. OFFER DUE DATE/ LOCAL TIME<br>See notes  |   |            |
| 9. ISSUED BY<br>DLA ENERGY - ELECTRICITY, RENEWABLES & ESPC<br>8725 JOHN J. KINGMAN ROAD, STE. 3830<br>FT. BELVOIR, VA 22060<br>(dlaenergy.eteam@dla.mil)  |                                   | CODE   | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 221115<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB<br><input type="checkbox"/> 8 (A) SIZE STANDARD: 250 employees |   |   |            |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE   | 12. DISCOUNT TERMS                | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>                                |   | 13b. RATING   | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP |            |
| 15. DELIVER TO<br>CODE   |                                   | 16. ADMINISTERED BY<br>See Block 9<br>CODE   |   |   |   |            |
| 17a. CONTRACTOR/ OFFEROR<br>CODE   | FACILITY CODE                     | 18a. PAYMENT WILL BE MADE BY<br>CODE   |   |   |   |            |
| TELEPHONE NO.  |                                   | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>                           |   |   |   |            |
|  |                                   | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |   |   |   |            |
| 19. ITEM NO.   | 20. SCHEDULE OF SUPPLIES/SERVICES |  | 21. QUANTITY  | 22. UNIT  | 23. UNIT PRICE  | 24. AMOUNT |
| (Use Reverse and/or Attach Additional Sheets as Necessary)   |                                   |  |   |   |   |            |
| 25. ACCOUNTING AND APPROPRIATION DATA  |                                   |  |   | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)   |   |            |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED  |                                   |  |   |   |   |            |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED   |                                   |  |   |   |   |            |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED |                                   |  |   | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |   |            |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |                                   |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |   |   |            |
| 30b. NAME AND TITLE OF SIGNER (Type or print)  |                                   | 30c. DATE SIGNED   | 31b. NAME OF CONTRACTING OFFICER (Type or print)<br>BRYAN O. SIMMONS<br>Contracting Officer, DLA Energy   |   | 31c. DATE SIGNED  |            |

**Table of Contents**

|  |    |
|--|----|
| PART I –THE SCHEDULE .....   | 3  |
| SECTION A—Solicitation/Agreement Form .....  | 3  |
| SECTION B – SUPPLIES TO BE FURNISHED RENEWABLE ENERGY CERTIFICATES .....   | 3  |
| Section B, Table1: Supplies to be Furnished .....  | 4  |
| SECTION C – STATEMENT OF WORK /SPECIFICATIONS .....  | 5  |
| Section C, Table 1 – Federal REC Vintage Timeline .....  | 7  |
| Section C, Diagram 1: .....  | 7  |
| SECTION D –PACKING AND MARKING: Not Applicable .....   | 7  |
| SECTION E –INSPECTION AND ACCEPTANCE .....   | 7  |
| SECTION F—DELIVERIES OR PERFORMANCE.....   | 7  |
| DELIVERY AND ORDERING PERIODS .....  | 7  |
| SECTION G—ADMINISTRATION DATA .....  | 8  |
| BOA POINTS OF CONTACT: .....   | 8  |
| CONTRACT TYPE: .....   | 8  |
| INVOICING:.....  | 8  |
| 52.232-37 -- Multiple Payment Arrangements (FAR)(May 1999).....  | 8  |
| SECTION H—SPECIAL TERMS:.....  | 8  |
| BASIC ORDERING AGREEMENT TERMS & CONDITIONS .....  | 8  |
| ORDERING PROCEDURES UNDER BASIC ORDERING AGREEMENTS .....  | 9  |
| Section H, Table 1 - Authorized Ordering Agencies: .....   | 9  |
| PART II-CONTRACT CLAUSE .....  | 11 |
| SECTION I – CONTRACT CLAUSES .....   | 11 |
| 52.204-13 -- System for Award Management Maintenance (FAR) (Jul 2013) .....  | 11 |
| 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (FAR) (May 2015) ..... | 12 |
| 52.252-1 Solicitation Provisions Incorporated by Reference (FAR)(Feb 1998) .....   | 15 |
| 52.252-2 Clauses Incorporated by Reference (Feb 1998) .....  | 16 |
| PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS .....  | 16 |
| SECTION J – LISTS OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS .....  | 16 |
| PART IV—REPRESENTATIONS AND INSTRUCTIONS .....   | 16 |
| SECTION K – REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS .....   | 16 |
| 52.209-5 -- Certification Regarding Responsibility Matters (FAR)(APR 2010) .....   | 16 |
| 52.209-7 – Information Regarding Responsibility Matters (FAR)(JUL 2013) .....  | 18 |
| 52.212-3/I         OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FAR) (MAR 2015) / ALTERNATE I (FAR) (OCT 2014) 18  |    |
| SECTION L – INSTRUCTIONS, CONDITIONS & NOTICES TO OFFERORS TO QUALIFY FOR A BOA.....   | 27 |
| Addendum to FAR 52.212-1 Past Performance Information, Period of Acceptance for Offers, and Multiple Awards.....                     | 27 |
| 52.204-7 -- System for Award Management (FAR) (Jul 2013) .....   | 28 |
| SECTION M – BOA EVALUATION FACTORS .....   | 29 |
| Addendum to 52.212-2 EVALUATION – COMMERCIAL ITEMS (FAR) (OCT 2014).....   | 29 |

## PART I –THE SCHEDULE

### SECTION A—Solicitation/Agreement Form

See SF 1449 Page 1 Continuation of Block 8 of SF1449-OFFER DUE DATE: This Basic Ordering Agreement (BOA) Solicitation is **open continuously** for a period of five (5) years from solicitation issue date identified in Block 6. Proposals to establish the initial BOA Holders are due **August 17th at 3:00 p.m. EDT**; however, offers will be accepted continuously thereafter. When responding please review this Agreement in its entirety, specifically ensure the following documents are submitted/completed:

- 1) Signed and completed SF 1449, to **include Cage Code**
- 2) Complete all fill-in areas of the Request for Proposal, **Section K**
- 3) All DOCUMENTS and requirements for offer submission set forth in **Section L**

### SECTION B – SUPPLIES TO BE FURNISHED RENEWABLE ENERGY CERTIFICATES

- (a) **Brief Description:** A Renewable Energy Certificate (REC) represents the property rights to the environmental, social, and other non-power qualities of renewable electricity generation transferred to the Government. As renewable generators produce electricity, they create one REC for every 1000 kilowatt-hours (or 1 megawatt-hour) of electricity placed on the grid. Government “goals” identified in Executive Order (E.O.) 13693, *Planning for Sustainability in the Next Decade* (dated March 19, 2015) drive the Ordering Agency’s REC requirement. These RECs earn “credit” for the Agency to meet the Governmental goal for a given Fiscal Year (FY). RECs are also known as “green tags”, “green certificates” and “renewable energy credits”.
- (b) **Item Numbers:** The Contract Line Item Numbers (CLINs) identified in Section B, Table 1 are the only supplies available for future orders.
- (c) **Quantities:** The estimated quantity for this Agreement is 8,636,360 megawatt-hours (MWh) over five years. The estimate is based off of a cumulative average of all RECs delivered using DLA Energy’s historical information and pricing data.
- (d) **Deliverables:** Any resultant purchase order will require the deliverables set forth in this section; only the following deliverables are required under any resultant order and shall not be supplemented or modified: All deliverables associated to the REC(s) delivered under these terms and clauses shall be furnished in accordance with Section B, Supplies to be Furnished, and C, Statement of Work, whereby the following is required:
  - (1) Exhibit I REC Certificate of Transfer furnished at the time of REC(s) delivery.
  - (2) Exhibit II REC Attestations

**Or**

**Green-e Energy Attestation and Tracking System Reports**

**either** to be completed by the generator and BOA Holder and furnished at the time of REC(s) delivery.

**Exhibit II REC Attestations:**

- (a) **ATTESTATION FROM REC PROVIDER and**
- (b) **RENEWABLE GENERATOR ATTESTATION**

**Green-e Energy Attestation and Tracking System Reports:**

- (a) **Green-e Energy Attestation from Generator Participating in a Tracking System; AND**
- (b) **Tracking System Reports demonstrating retirement of RECs within an Eligible Tracking System with specific reference made in the REC retirement notes to the applicable Ordering Agency and Fiscal Year for each retirement (e.g., Retired on Behalf of [Ordering Agency] for FY17”). Note that for any CLIN requiring Green-e Energy® certified RECs, Green-e Energy® requires that (in all but a few specific cases), RECs generated after July 1, 2018 are retired in a tracking system approved by Green-e Energy®.**

**For the purposes of this BOA, Eligible Tracking Systems include the following:**

- **ERCOT: Electric Reliability Council of Texas**
- **MIRECS: Michigan Renewable Energy Certification System**
- **M-RETS: Midwest Renewable Energy Tracking System**

- NAR: North American Renewables Registry
- NC-RETS: North Carolina Renewable Energy Tracking System
- NEPOOL-GIS: New England Power Pool Generation Information System
- NVTREC: Nevada Tracks Renewable Energy Credits
- NYGATS: New York Generation Attribute Tracking System
- PJM-GATS: PJM EIS's Generation Attribute Tracking System
- WREGIS: Western Renewable Energy Generation Information System

(3) **Verification Audit** – All required audit reports shall be furnished for delivery as follows:

- Third-Party Verification Audit**<sup>1</sup> – (required for **non-Green-e** or **non-LEED** Certified) At a minimum, an audit must be performed by a Certified Public Accountant (CPA) within 90 calendar days of the delivery date to verify the REC product content was sufficiently generated; the BOA Holder shall deliver the audit report to the Ordering Agency no later than the 91<sup>st</sup> calendar day. The third party audit shall verify all statements in Exhibits I and II, as well as verify items in *Section C, Statement of Work (d) Scope, items 1-5*.
- Center for Resource Solutions (CRS) Annual Audit Report**<sup>2</sup> the BOA Holder must submit documentation performed by an independent CPA or Certified Internal Auditor to the CRS by the annual deadline specified by CRS. (See *Section C, Statement of Work, (c) Definitions, (14)*). The subsequent CPA or Certified Internal Auditor report delivered to CRS is a requirement to be provided to the Ordering Agency for any Green-e/LEED supplies to be furnished within 30 calendar days the CRS Annual Audit is submitted to CRS. Only the report submitted to CRS is required to be furnished to the Ordering Agency.

## Section B, Table1: Supplies to be Furnished

| Contract Line Item Number (CLIN) | REC Type/ Source            | Deliverables   |
|----------------------------------|-----------------------------|--|
| 0001                             | Any/all RECs                | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., i.  |
| 0002                             | Solar                       | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., i.  |
| 0003                             | Wind                        | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., i.  |
| 0004                             | Landfill Gas                | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., i.  |
| 0005                             | Biomass                     | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., i.  |
| 0006                             | eGrid                       | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., i.  |
| 0007                             | LEED Certified              | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., ii. |
| 0008                             | Green-e Certified (any REC) | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., ii. |
| 0009                             | Solar Green-e Certified     | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., ii. |

<sup>1</sup> Audit requirement described in [http://www1.eere.energy.gov/femp/pdfs/epact05\\_fedrenewenergyguid.pdf](http://www1.eere.energy.gov/femp/pdfs/epact05_fedrenewenergyguid.pdf)

<sup>2</sup> Audit requirement described in Green-E Code of Conduct and Customer Disclosure Requirements dated November 6, 2013 (page 11-13) <http://www.green-e.org/docs/energy/Green-e%20Energy%20Code%20of%20Conduct%20110613.pdf>. The Green-e Energy Code of Conduct underwent a major update in the July 24, 2015 version, but Participants will not be required to comply with this version until July 24, 2016 per [http://www.green-e.org/getcert\\_re\\_stan.shtml#coccd](http://www.green-e.org/getcert_re_stan.shtml#coccd).

|      |                                 |  |
|------|---------------------------------|--|
| 0010 | Wind, Green-e Certified         | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., ii. |
| 0011 | Landfill Gas, Green-e Certified | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., ii. |
| 0012 | Biomass, Green-e Certified      | Exhibit I REC Certificate of Transfer<br>Exhibit II REC Attestations<br>Third-party Audit, See Section B, (d) 3, Deliverables, c., ii. |

## SECTION C – STATEMENT OF WORK /SPECIFICATIONS

- (a) **PURPOSE:** This Basic Ordering Agreement (BOA) between [Company Name] (herein “DLA BOA Holder”) and the Defense Logistics Agency Energy (herein “DLA Energy”) is entered into for the potential supply of Renewable Energy Certificates (RECs).
- (b) **BACKGROUND:** RECs serve the role of laying claim to and accounting for the associated attributes of renewable-based generation. As renewable generators produce electricity, they have a positive impact, reducing the need for fossil fuel-based generation sources to meet consumer demand. RECs embody these positive environmental impacts and convey these benefits to the REC owner. As renewable generators produce electricity, they create one REC for every 1000 kilowatt-hours (or 1 megawatt-hour) of electricity placed on the grid. If the physical electricity and the associated RECs are sold to separate buyers, the electricity is no longer considered "renewable" or "green." The REC product is what conveys the attributes and benefits of the renewable electricity, not the electricity itself.
- (c) **DEFINITIONS:**
- (1) **Renewable Energy Certificate (REC)**<sup>3</sup>: means the technology and environmental (non-energy) attributes that represent proof that 1 megawatt-hour (MWh) of electricity was generated from an **eligible renewable energy resource**, that can be sold separately from the underlying generic electricity with which they are associated, and that, for the purposes of this order [E.O. 13693], were **produced** by sources of renewable energy placed into service within 10 years prior to the start of the fiscal year.
  - (2) **Eligible Renewable Energy Resource**<sup>4</sup>: is to mean “renewable electric energy” or “REC Type/Source”, which is energy produced by solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, geothermal heat pumps, microturbines, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additions of new capacity at an existing hydroelectric project. **(For the purposes of this BOA, this definition is to mean “All / Any REC source” as shown in Section B, Table 1 – Supplies to be Furnished”).**
  - (3) **Produced**: (as referenced in paragraph “i” above), this BOA defines this term to mean “the date of vintage in accordance with paragraph iv. Vintage below”.
  - (4) **Vintage**<sup>5</sup>: is to mean “Vintage Date” or “Generation Date” which are interchangeable with respect to industry standards. Vintage is defined as the date that the electric generation associated with the REC was measured by the system operator or utility meter at the generator site.
  - (5) **Contract Year**: may also be known as ‘Goal Year’ or ‘Current Year’, however, for the purpose of this BOA, Contract Year, Goal Year or Current Year, is to mean “Fiscal Year” (FY) October 1 – September 30” **See Section C, Diagram 1** (Note: some industry standards define the “Current Year / Contract Year / Goal Year” as January 1 – December 30; however, due to Federal Funding limitations, this BOA defines the Contract/Current/Goal Year to mean “Fiscal Year”).
  - (6) **Federal REC Vintage Timeline**: RECs are defined as ELIGIBLE under this BOAs requirements when the REC generated six (6) months immediately preceding each **Fiscal year**, or three (3) months immediately following each **Fiscal Year**, making the total eligible generation period 21 consecutive months. See Section C, **Table 1- Federal REC Vintage Timeline**.

<sup>3</sup> As defined in Executive Order 13693, *Planning for Federal Sustainability in the Next Decade* (dated March 19, 2015)

<sup>4</sup> As defined in Executive Order 13693 – *Planning for Federal Sustainability in the Next Decade* (dated March 19, 2015)

<sup>5</sup> As defined in Green-E Code of Conduct and Customer Disclosure Requirements - <http://www.green-e.org/docs/energy/CodeofConductandCustDisclosure.pdf>

- (7) **Green-e Certified** “Green-e” is defined as CERTIFIED RECs and has specific standards different from any other REC source. Standards, specifications (to include vintage) are fully defined in Green-e Energy National Standard (also known as: ‘National Standard’), Version 2.7 Released: July 14, 2015.
- (8) **eGRID RECs**: Requesting agencies will accept RECs from the following eGRID sub-regions<sup>6</sup>: MRO West, RFC West and SPP North.

eGRID<sup>7</sup> is to mean the Emissions & Generation Resource Integrated Database (eGRID), which is a comprehensive inventory of environmental attributes of electric power systems. eGRID is the preeminent source of air emissions data for the electric power sector. Data is based on available plant-specific data for all U.S. electricity generating plants that provide power to the electric grid and report data to the U.S. government. eGRID integrates many different federal data sources on power plants and power companies, including, but not limited to: EPA, the Energy Information Administration (EIA), the North American Electric Reliability Corporation (NERC), and the Federal Energy Regulatory Commission (FERC). Emissions data from EPA are carefully integrated with generation data from EIA to produce useful values like pounds per megawatt-hour (lb/MWh) of emissions, which allows direct comparison of the environmental attributes of electricity generation. eGRID also provides aggregated data by state, U.S. total, company, and by three different sets of electric grid boundaries.

- (9) **LEED Certified RECs**<sup>8</sup>: A LEED REC is an off-site renewable energy source, as defined by the Center for Resource Solutions Green-e Energy program’s products certification requirements, or the equivalent. Green power may be procured from a Green-e Energy certified power marketer or a Green-e Energy-accredited utility program, or through Green-e Energy-certified tradable renewable energy certificates (RECs) or the equivalent. To meet the LEED standard, RECs must be accompanied with proof of a contract to purchase RECs for a minimum of 2 years and must also make a commitment to purchase RECs on an ongoing basis beyond that.
- (10) **Substantial Change to Executive Orders (E.O.)**: Should E.O. 13693 be updated, or replaced, by any superseding E.O. or higher level Government mandate, the update may govern the definition(s) of eligible Supplies to be Furnished provided in this Section (relating to *Section B, Table 1*). The scope and magnitude of the REC “Types/Sources” as indicated in the solicitation, Section B, shall not substantially change; rather additional/revised E.O.(s) may, for example, elaborate on the terms and definitions listed herein, that BOA Holder is required to adhere to the update / replacement as appropriate, and in accordance with the updated E.O. governing the definitions of the ‘Type’ of REC sourced for any new orders after the E.O update has been issued.
- (11) **Contract**: for the purpose of this BOA, the term “contract” is to mean “any resultant Purchase Order award”.
- (12) **Contractor**: for the purpose of this BOA, the term “contractor” is to mean “BOA Holder”.
- (13) **Qualifying REC(s)**: For the purpose of this BOA, the term “Qualifying REC(s)” is to mean the REC(s) which meet all standards/requirements identified in this BOA, to include Executive Order(s), National Standard or Industry Standard specified.
- (14) **Center for Resource Solutions (CRS) Annual Audit Report**<sup>9</sup>: as required by the Green-e Code of Conduct and Customer Disclosure Requirements, Section VI, ‘Verification of Certified Products’ (See Footnote 2 & 9) a report is due to CRS by the annual due date CRS deems (usually annually in June). As required, all Green-e products must be verified by a CPA or Certified Internal Auditor by the CRS annual cut-off date. The Government acknowledges that the BOA Holder has no control over when CRS sets the deadline for CRS Audit Report submission. See Section B, (d) Deliverables, (3),(ii), **Center for Resource Solutions (CRS) Annual Audit Report**.

- (d) **SCOPE**: Any and all RECs delivered for purchase by the Government under any resultant Purchase Order shall conform to the following requirements:
  - (1) All RECs delivered shall meet the definitions and specifications defined in this BOA.
  - (2) All RECs shall come from United States Facilities.
  - (3) The BOA Holder shall source a REC where, at the point of generation, the unbundled product component(s) shall be sold separately from its electricity and transferred to the Ordering Agency.
  - (4) All REC(s) shall be delivered with the completed appropriate *Deliverables* identified in Section B, paragraph (d).
  - (5) BOA Holder shall adhere to the following Section C, **Table 1- Qualifying REC Vintage Date**, whereby supplies furnished for a given Fiscal Year must meet REC “vintage” requirements, (i.e., the energy they represent must be generated during the same defined fiscal year) as shown in Section C, Table 1, below:

<sup>6</sup> <http://www.epa.gov/cleanenergy/energy-resources/egrid/faq.html#egrid6>

<sup>7</sup> <http://www.epa.gov/cleanenergy/energy-resources/egrid/faq.html>

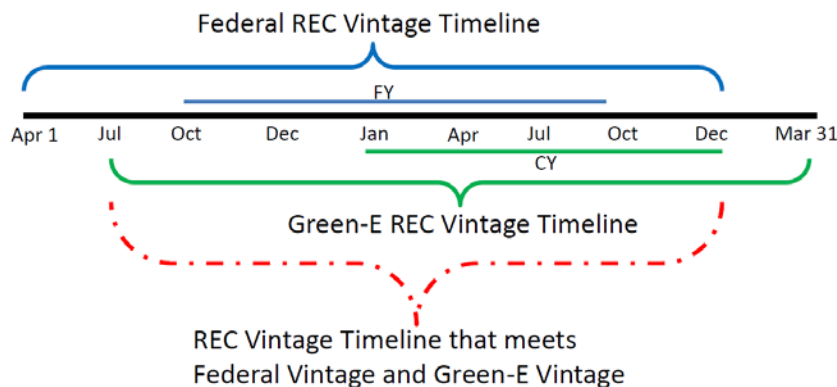
<sup>8</sup> <http://www.usgbc.org/Docs/Archive/General/Docs5545.pdf>

<sup>9</sup> Audit requirement described in Green-E Code of Conduct and Customer Disclosure Requirements dated November 6, 2013 (page 11-13) <http://www.green-e.org/docs/energy/Green-e%20Energy%20Code%20of%20Conduct%20110613.pdf>. The Green-e Energy Code of Conduct underwent a major update in the July 24, 2015 version, but Participants will not be required to comply with this version until July 24, 2016 per [http://www.green-e.org/getcert\\_re\\_stan.shtml#coccd](http://www.green-e.org/getcert_re_stan.shtml#coccd).

## Section C, Table 1 – Federal REC Vintage Timeline

| Fiscal Year | Qualifying Vintage Dates      | Types of RECs                    |
|-------------|-------------------------------|----------------------------------|
| 2015        | April 1, 2014 to Dec 31, 2015 | All RECs                         |
|             | July 1, 2014 to Dec 31, 2015  | National Standard (Green-e LEED) |
| 2016        | April 1, 2015 to Dec 31, 2016 | All RECs                         |
|             | July 1, 2015 to Dec 31, 2016  | National Standard (Green-e LEED) |
| 2017        | April 1, 2016 to Dec 31, 2017 | All RECs                         |
|             | July 1, 2016 to Dec 31, 2017  | National Standard (Green-e LEED) |
| 2018        | April 1, 2017 to Dec 31, 2018 | All RECs                         |
|             | July 1, 2017 to Dec 31, 2018  | National Standard (Green-e LEED) |
| 2019        | April 1, 2018 to Dec 31, 2019 | All RECs                         |
|             | July 1, 2018 to Dec 31, 2019  | National Standard (Green-e LEED) |
| 2020        | April 1, 2019 to Dec 31, 2020 | All RECs                         |
|             | July 1, 2019 to Dec 31, 2020  | National Standard (Green-e LEED) |

**Section C, Diagram 1:** For the purposes of this diagram, Current Year (CY) is shown to highlight the Green-E standard, and the overlap of the Federal REC Vintage Timeline. RECs can be generated six (6) months immediately preceding each **Fiscal Year**, or three (3) months immediately following each **Fiscal Year**; making the total eligible generation period 21 consecutive months.



## SECTION D –PACKING AND MARKING: Not Applicable

## SECTION E –INSPECTION AND ACCEPTANCE

Federal Acquisition Regulation (FAR) 52.246-2 – Inspection of Supplies—Fixed Price (Aug 1996) is hereby incorporated by reference.

## SECTION F—DELIVERIES OR PERFORMANCE

Items to be delivered will be specified when the Ordering Agency issues a Request for Quote.

### DELIVERY AND ORDERING PERIODS

- The period of a resultant Purchase Order (PO), during which the Ordering Agency may order and the REC deliverables shall be supplied (if ordered), will be as within the limits of the below dates. No order shall exceed these limits:

- (1) Ordering period begins: at issuance of a BOA to the BOA Holder and the last date to order is: Not to exceed (five) 5-years from the date the BOA RFP was issued as indicated in Block 6 of the SF 1449.
- (2) Delivery period begins: at issuance of a PO and ends: no later than midnight, December 30, 2020.

NOTE: Audit Reports are a term of the requirement to be delivered. A BOA Holder would be in breach of terms if they are unable to provide a valid Audit Report; however, the BOA Holder has no control of the timing CRS releases the Green-E / LEED Audit Report thus this is an incidental deliverable to provide documentation for the official file and shall not be confined to be delivered within the time specified in paragraph (a)(2).

## SECTION G—ADMINISTRATION DATA

### BOA POINTS OF CONTACT:

The following DLA Energy personnel are the administrative points of contact for the Basic Ordering Agreement:

| DLA Contract Specialist(s): | Email:   | Phone:       |
|-----------------------------|--|--------------|
| Brandon Budman              | <a href="mailto:Brandon.budman@dla.mil">Brandon.budman@dla.mil</a>         | 703-767-8901 |
| Troy Dorsey                 | <a href="mailto:Troy.dorsey@dla.mil">Troy.dorsey@dla.mil</a>               | 703-767-9166 |
| Jim Decristofaro            | <a href="mailto:James.decristofaro@dla.mil">James.decristofaro@dla.mil</a> | 703-767-1430 |
| Contracting Officer:        | Email:   | Phone:       |
| Clare Sanchez               | <a href="mailto:Clare.Sanchez@dla.mil">Clare.Sanchez@dla.mil</a>           | 703-767-4373 |
| Bryan Simmons               | <a href="mailto:Bryan.simmons@dla.mil">Bryan.simmons@dla.mil</a>           | 703-767-8531 |

### CONTRACT TYPE:

Resultant Purchase Orders (contract awards) shall be established on a Firm-Fixed Price basis.

### INVOICING:

#### 52.232-37 -- Multiple Payment Arrangements (FAR)(May 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated--

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement

## SECTION H—SPECIAL TERMS:

### BASIC ORDERING AGREEMENT TERMS & CONDITIONS

- (a) **Terms:** This is a Basic Ordering Agreement (BOA) that establishes a written instrument of understanding, containing the terms and agreements under which future requirements will be solicited, evaluated, awarded and delivered. A BOA is not a contract.
- (b) All BOA terms and clause herein are incorporated by reference to all future orders.
  - (1) DLA Energy is the Administrator (owner) of the BOA(s) and is the only Ordering Agency authorized to modify the base terms and clause of BOA Holders.
  - (2) In accordance with FAR 16.703(c)(2), each BOA shall be reviewed annually before the anniversary of its effective date and revised as necessary to conform to the requirements of the FAR. The BOA(s) may need to be revised before the annual review due to mandatory statutory requirements. A BOA shall be changed only by modifying the agreement itself and not by individual orders issued under it. Modifying a basic ordering agreement shall not retroactively affect orders previously issued under it.
  - (3) The BOA may be terminated in its entirety by either party upon thirty (30) days' notice to the other party. Termination of a BOA shall not retroactively affect previously issued orders.
  - (4) The Ordering Agency will solicit its requirements in accordance with **FAR 16.703 (d).**
  - (5) A binding contract (Purchase Order) may be established when the Ordering Agency offers the BOA Holder a Purchase Order (PO) and the BOA Holder accepts it in writing. **All orders shall be accepted by the BOA Holder "in writing," as defined in FAR 2.101.**

- (6) All POs shall reference the DLA BOA Holder's Agreement number, and a DLA Energy generated sequential BOA number (DLA + 4-digit sequential number).
- (7) Regardless of the BOA expiration date, the BOA Holder is responsible for delivering all supplies required under each PO and all modifications under each PO.
- (8) Past Performance and adherence to FAR Part 9 – Responsibility of all BOA Holders will be reviewed at least every two years.

## ORDERING PROCEDURES UNDER BASIC ORDERING AGREEMENTS

- (a) This section sets procedures and criteria that will be used by authorized Ordering Agencies to place Purchase Orders against DLA BOA(s). Any resultant requirements shall be procured in accordance with the FAR 16.703 –Basic Ordering Agreements.
- (b) **Ordering Schedule:** All ordering periods shall be written within the Request for Quote and the resultant Purchase Order pursuant to Section F of the BOA Terms.
- (c) **Competition:** It is the responsibility of the Ordering Agency's Contracting Officer or Government Purchase Card Holder to fully comply with FAR 16.703(d).
- (d) **Method for Determining Price:** All prices must be agreed to before the order is issued.
- (e) **Method for Issuing Purchase Orders:**
  - (1) Only Ordering Agencies listed in Section H, Table 1- Authorized Ordering Agencies are authorized to issue Requests for Quotes under this BOA in writing. See **Attachment 1, RFQ Template**.
  - (2) Accelerated or streamlined procedures, such as email, phone or fax shall be utilized to the maximum extent practicable. E-mail is the preferred method to notifying BOA Holders of Purchase Order opportunities.
  - (3) In the event an Ordering Agency wishes to make an order using this BOA, the Ordering Agency shall:
    - (i) Issue orders under BOA on Optional Form (OF) 347, Order for Supplies or Services, or on any other appropriate contractual instrument.
    - (ii) Incorporate by reference the provisions of the BOA;
    - (iii) If applicable, cite the authority under FAR 6.302 in each order; and
    - (iv) Comply with FAR 5.203 when synopsis is required by FAR 5.201.
  - (4) REC Types and quantities for each Purchase Order will be established upon issuance of a Request for Quote.
  - (5) The Ordering Agency may add local provisions or clauses (e.g. invoicing; payment, delivery schedule, etc...), provided they do not conflict with the BOA terms and clauses.
  - (6) The Ordering Agency intends to evaluate quotes within 10 business days. Any BOA Holder, or interested party (i.e. prospective BOA Holder(s)) providing a quote to the Ordering Agency.
  - (7) The BOA Holder with the lowest evaluated quote shall be in line for award.
  - (8) The Government does not have to accept any quote.
- (f) **Ordering Limitation:** There is no minimum ordering limitation; however, it is strongly recommended that the Ordering Agencies become part of the DLA semi-annual procurement cycle, so that all Agencies are submitting their Request for Quotes at the same time. By leveraging the purchase power of quantity and competition, the Government will secure the best rate. This BOA has an ordering capacity of \$9.5 million amongst all BOA Holders over the 5 year ordering period cumulatively.

### Section H, Table 1 - Authorized Ordering Agencies:

| Authorized Ordering Agency  | Authorized Ordering Agency Address   |
|---|--|
| DLA Energy  | DLA Energy, Installation Energy, FEAAB<br>8725 John J Kingman Rd<br>Fort Belvoir, VA 22060-6222      |
| Department of Interior  | Office of Procurement & Acq. Management<br>1849 C Street NW, Ste. 2607<br>Washington, DC 20240-0001  |
| Department of Transportation - Volpe National Transportation Systems Center | US DOT/Volpe Center<br>On Site Contracts & Simp Acq.<br>55 Broadway V222<br>Cambridge, MA 02142-1001 |
| U.S. Department of Agriculture- Office of Procurement & Property Management | USDA, DM/OPPM/POD<br>Acquisition Management Branch-WDC   |

| Authorized Ordering Agency                   | Authorized Ordering Agency Address   |
|--|--|
|  | 300 7 <sup>th</sup> Street, SW, Ste. 377<br>Washington, DC 20024   |
| Indian Health Service - HQ                   | Indian Health Service<br>Division of Acquisition Policy<br>801 Thompson Ave. TMP 605<br>Rockville, MD 20852  |
| Internal Revenue Service                     | Internal Revenue Service<br>NE Area Procurement Branch<br>29 Broadway, 3 <sup>rd</sup> Floor<br>New York, NY 10007   |
| NASA Langley Research Center                 | NASA Langley Research Center<br>4 South Marvin Street<br>Hampton, VA 23681   |
| NASA Johnson Space Center                    | NASA Johnson Space Center<br>2101 NASA Parkway<br>Houston, TX 77058-3696   |
| NASA Kennedy Space Center                    | NASA Kennedy Space Center<br>Office of Procurement<br>Mail Code OP<br>Kennedy Space Center, FL 32899   |
| National Energy Technology Laboratory        | National Energy Technology Laboratory<br>Morgantown Campus<br>3610 Collins Ferry Road<br>PO Box 880<br>Morgantown, WV 26507-0880   |
| National Institutes of Health                | Office of Research Facilities<br>13 South Drive<br>Suite 2E48B<br>Bethesda, MD 20892   |
| NASA Marshall Space Flight Center            | NASA Marshall Space Flight Center<br>Central Receiving Building 4631<br>Saturn Road<br>MSFC, AL 35812  |
| DHS Science & Technology                     | U.S. Dept. of Homeland Security<br>RDS 245 Murray Drive, Bldg. 410<br>Washington, DC 20528   |
| U.S. Patent Trade Office                     | Office of Admin. Services<br>U.S Patent and Trademark Office<br>551 John Carlyle Street, 2 <sup>nd</sup> Fl.<br>Alexandria, VA 22313-1450  |
| USDA Agricultural Research Service           | ARS NCRBSC Contracting, Acquisition<br>5601 Sunnyside Avenue<br>Mail Stop 5116<br>Beltsville, MD 20705   |
| U.S. Food and Drug Administration            | DHHS, Food and Drug Administration<br>OC/OFBA/Office of Acquisitions and Grants<br>Services Division of Acquisition Programs<br>5630 Fishers Lane, FHA-500, Room 2045<br>Rockville, Maryland 20857 |
| National Institute of Standards & Technology | PE Office of Facilities & Property Management<br>100 Bero Drive, Bldg. 301<br>Gaithersburg, MD 20899   |
| Federal Bureau of Investigation              | Federal Bureau of Investigation<br>Procurement Section<br>Room 6823<br>935 Pennsylvania Ave, NW<br>Washington, DC 20535-0001   |
| Dept. of Energy- Richland                    | Dept. of Energy<br>Richland Operations Office  |

| Authorized Ordering Agency | Authorized Ordering Agency Address  |
|----------------------------|---|
|                            | P.O. Box 550 MS H5-20<br>Richland, WA 99353   |
| USDA-OPPM                  | USDA OPPM, Sustainable Practices<br>300 7 <sup>th</sup> Street, SW, Room 310-A<br>Washington DC 20024 |

## PART II-CONTRACT CLAUSE

### SECTION I – CONTRACT CLAUSES

To view the FAR, offerors may use the following website: <http://www.acquisition.gov/far/>

For all questions concerning:

- Small Business, please e-mail: [dla.energy.osbp@dla.mil](mailto:dla.energy.osbp@dla.mil).

### 52.204-13 -- System for Award Management Maintenance (FAR) (Jul 2013)

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

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)

(1)

- (i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart

42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support he legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(c) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

## 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (FAR) (May 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

*[Contracting Officer check as appropriate.]*

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- \_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) [Reserved]
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

- \_\_\_ (10) [Reserved]
- \_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.
- \_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2014) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- \_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

- \_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- \_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

*[Contracting Officer check as appropriate.]*

- \_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- \_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- \_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- \_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- \_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

### **52.252-1 Solicitation Provisions Incorporated by Reference (FAR)(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): <http://www.acquisition.gov/far/>.

|               |   |
|---------------|---|
| FAR 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
|---------------|---|

## 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>.

|               |  |
|---------------|--|
| FAR 52.202-1  | DEFINITIONS  |
| FAR 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| FAR 52.212-4  | CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS                |
| FAR 52.232-17 | INTEREST   |
| FAR 52.242-13 | BANKRUPTCY   |
| FAR 52.246-16 | RESPONSIBILITY FOR SUPPLIES                                      |
| FAR 52.247-34 | F.O.B DESTINATION  |
| FAR 52.253-1  | COMPUTER GENERATED FORMS   |

## PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

### SECTION J – LISTS OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

| EXHIBIT | TITLE                       | # OF PAGES |
|---------|-----------------------------|------------|
| I       | REC Certificate of Transfer | 1          |
| II      | REC Attestations            | 3          |
| III     | Past Performance            | 1          |

| ATTACHMENT | TITLE        | # OF PAGES |
|------------|--------------|------------|
| I          | RFQ Template | 2          |
| II         | Q&A Document | 5          |

## PART IV—REPRESENTATIONS AND INSTRUCTIONS

### SECTION K – REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

#### 52.209-5 -- Certification Regarding Responsibility Matters (FAR)(APR 2010)

- (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 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 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, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); 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 provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(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 this 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; 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).

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 Contracting Officer if, at any time prior to contract 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 provision exists will not necessarily result in withholding of an award 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 Contracting Officer may render the Offeror nonresponsive.

(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 provision. 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 provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

## 52.209-7 – Information Regarding Responsibility Matters (FAR)(JUL 2013)

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

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

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

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

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

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

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

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

## 52.212-3/I OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FAR) (MAR 2015) / ALTERNATE I (FAR) (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

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

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

“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.

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

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

Sensitive technology—

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

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

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

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

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

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

“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.

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (p) 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 to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, 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 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) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

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

(g)

(1) *Buy American -- 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) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--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) or 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

Canadian or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
|                |                    |
|                |                    |
|                |                    |

[List as necessary]

(4) *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]

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

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

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

Other End Products

|                |                    |
|----------------|--------------------|
| Line Item No.: | Country of Origin: |
|                |                    |
|                |                    |
|                |                    |

[List as necessary]

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

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

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

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if

the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed End Product

| Listed End Product: | Listed Countries of Origin: |
|---------------------|-----------------------------|
|                     |                             |
|                     |                             |
|                     |                             |

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

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

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

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

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

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract 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 database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

(1) 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.* By submission of its offer, the offeror represents that—

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

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

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

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

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph

(o)(3) of this provision, by submission of its offer, the offeror—

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

- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
  - (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
  - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (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 DUNS Number 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)

## SECTION L – INSTRUCTIONS, CONDITIONS & NOTICES TO OFFERORS TO QUALIFY FOR A BOA

### Addendum to FAR 52.212-1 Past Performance Information, Period of Acceptance for Offers, and Multiple Awards

#### PAST PERFORMANCE INFORMATION.

The Government requests offerors to return Exhibit III - Past Performance. Information provided will be used to contact offeror's customers and inquire about the offeror's past performance. By submitting this form, the offeror agrees to permit the Government's representatives to contact the customers listed and inquire about the past performance of the offeror.

The Government will utilize only the first three submissions listed in Exhibit III - Past Performance by the offeror filling in items 1-3 on the form to represent their three past performance reference submission. The Government requests that you list the three most recent and relevant references, and list at least two individuals for that reference to ensure anonymity of feedback provided.

Additionally, Offerors are advised that the Government may use any data the Contracting Officer determines recent and relevant. The Government may utilize the Past Performance Information Retrieval System (PPIRS) as well as any past performance questionnaires and the offeror's past performance under any Government Contract.

See Section M, FAR 52.212-2 for how Past Performance will be evaluated.

#### PERIOD OF ACCEPTANCE FOR OFFERS.

The Basic Ordering Agreement solicitation shall remain open continuously for 5 years and the Government will accept offers until the 5<sup>th</sup> anniversary of the solicitation posting date.

#### MULTIPLE AGREEMENTS.

The Government intends to enter into multiple Basic Ordering Agreements (BOAs) as a result of this solicitation. The Government reserves the right not to issue a BOA in accordance with the evaluation criteria described in Section M. A BOA is not a contract and does not obligate the Government. For information on what establishes a binding contract please refer to Section H for the ORDERING PROCEDURES UNDER BASIC ORDERING AGREEMENTS.

## 52.204-7 -- System for Award Management (FAR) (Jul 2013)

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database; Show citation box;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record “Active.”

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

## SECTION M – BOA EVALUATION FACTORS

### Addendum to 52.212-2 EVALUATION – COMMERCIAL ITEMS (FAR) (OCT 2014)

(a) The Government will enter into a Basic Ordering Agreement (BOA) resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation requirements. The following factors shall be used to evaluate offers for acceptability:

- (1) Completed SF1449. In order to be acceptable, the offeror shall complete Blocks: 17a (with the Offeror's CAGE Code), 30a, 30b, and 30c.
- (2) Responsibility. In order to be acceptable, the offeror shall submit sufficient evidence to demonstrate that all responsibility criteria from FAR 9.104 have been satisfied. Complete all fillable provisions in SECTION K – REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS. The failure to supply any required documentation may render an offeror nonresponsible and ineligible for a BOA. In addition to evidence submitted by the offeror, the Government may obtain and consider additional information concerning the offeror's ability to satisfy all responsibility criteria, including conducting pre-award surveys in accordance with FAR 9.106.
- (3) Past Performance
  - (i) The information obtained by the Government will be treated as Acceptable or Unacceptable. In order to be Acceptable, the Government shall have access to recent and relevant past performance that provides the Government with confidence that the contractor can perform future requirements. Unsatisfactory past performance ratings may result in an Unacceptable rating. However, offerors who have unsatisfactory past performance rating will be given an opportunity to respond and notify the Government of the corrective actions taken before the Contracting Officer makes a final determination on acceptability.
  - (ii) **Recent** is defined as two (2) years. Each offeror will be assessed on recent efforts accomplished by the offeror, focusing on performance that is relevant to the future contract requirements.
  - (iii) **Relevant** is defined as illustrating the ability to perform work similar in nature to the items identified in this solicitation's Section B, Supplies to be Furnished, and Section C, Statement of Work. The evaluation criteria for these efforts will be defined as either: very relevant, relevant, somewhat relevant, not relevant ratings. As described in Section L, Addendum to 52.212-1, the Government will utilize only the first three submissions listed in Exhibit III by the offeror filling in items 1-3 on the form to represent their three past performance reference submission. In addition, the Government may use any data the Contracting Officer determines recent and relevant. For example, the Government may utilize the Past Performance Information Retrieval System (PPIRS) as well as any past performance questionnaires and the offeror's past performance under Government Contracts.
  - (iv) Past Performance will not be compared to past performance of other offerors. Offerors will have the opportunity to address adverse past performance reports, and the Government will consider this information, as well as information gleaned from other sources, in its evaluation of past performance.
  - (v) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown or neutral past performance.
  - (vi) If an offeror becomes a BOA Holder, then the Government will monitor past performance information every 2 years. Per the definition of recent (2 years), the Government is responsible for attaining new past performance information every 2 years
- (4) The factors being evaluated at this time **do not include Price.**