

Table of Contents

Section A - Standard Form 1449 (SF 1449)

Section B - Addendum to Standard Form 1449

- Section B-1 Prices/Costs
- Section B-2 Description of Service

Section C - Contract Clauses and Terms and Conditions

- Section C-1 FAR Clause 52.212-4, Contract Terms and Conditions -- Commercial Items (JUNE 2010)
- Section C-2 Addendum to FAR Clause 52.212-4, Contract Terms and Conditions -- Commercial Items (JUNE 2010)
- Section C-3 FAR Clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JULY 2010)
- Section C-4 Additional FAR Clauses Incorporated by Reference
- Section C-5 Additional FAR Clauses Incorporated by Full Text
- Section C-6 Additional Agency-Specific Terms and Conditions

Section D - Contract Documents, Exhibits and Attachments

Section E - Solicitation Provisions

- Section E-1 FAR Provision 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008), by Reference
- Section E-2 Addendum to FAR Provision 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008)
- Section E-3 FAR Provision 52.212-3, Offer Representations and Certifications -- Commercial Items (AUG 2009)
- Section E-4 Additional FAR Provisions Incorporated by Full Text
- Section E-5 Additional FAR Provisions Incorporated by Reference
- Section E-6 Additional Agency-Specific Provisions

Section A - Standard Form 1449 (SF 1449)

Section B -- Addendum to Standard Form 1449

In accordance with Federal Acquisition Regulation (FAR) 12.302 and 12.303, this addendum to the Standard Form (SF) 1449 provides for continuation of the schedule and description of the supplies/services to be acquired.

B-1 PRICE/COST TABLES

The contractor shall provide the designated jurisdiction's vital statistic death record data by electronic transmission methods which conform to SSA's requirements and format. This information shall be provided for the contract period (Calendar Year [CY] 2012 through 2016). The data shall be in the format prescribed in the attachment . Duplicate death data provided in the same or subsequent transmissions shall be paid for only once.

NOTE: For purposes of this contract, a jurisdiction has transitioned to the Electronic Death Registration (EDR) process when it has incorporated SSA's Online Verification Software into its Electronic Death Registration System AND has submitted to SSA one live death record with a verified SSN.

States may exercise the right to transition from the Non-EDR process to the EDR process during the course of the contract period. If states exercise this option, they will receive one payment for "processed records"¹ submitted timely in the applicable format. If states transition, they are not entitled to both Non-EDR and EDR payment rates for the same death records.

States will be paid the full unit price (see chart below) for processed records (Non-EDR or EDR) submitted within 120 business days after the date of death. States will only be entitled to \$.01 for records submitted 121 days or more beyond the date of death. The records submitted after 120 days will be present on the death process notices in May 2012 and will be effective on invoices starting in the 2nd quarter of CY2012 (April-June 2012).

The following payment schedule shall be in accordance with the receipt of Electronic Death Registration (EDR) records (verified and unverified) and Non-EDR records:

Base Year: January 2012 – December 2012	Quantity Estimated	Unit	Unit Price	Total
EDR Receipt of Records: Within 6 Business Days of Death		Record	\$2.86	
EDR Receipt of Records: Between 7-30 Business Days of Death		Record	\$1.43	
EDR Receipt of Records: Between 31-120 Business Days of Death		Record	\$0.80	
Receipt of Records: Non-EDR Submitted Within 120 Business Days of Death		Record	\$0.80	
Receipt of Records (Both Non-EDR and EDR (added in May 2012): Beyond 120 Business Days of Death		Record	\$.01	
Total Estimated Quantity				

Option Year I : January 2013-December 2013	Quantity Estimated	Unit	Unit Price	Total
EDR Receipt of Records: Within 6 Business Days of Death		Record	\$2.93	
EDR Receipt of Records: Between 7-30 Business Days of Death		Record	\$1.47	
EDR Receipt of Records: Between 31-120 Business Days of Death		Record	\$0.82	
Receipt of Records: Non-EDR Submitted Within 120 Business Days of Death		Record	\$0.82	
Receipt of Records (Both Non-EDR and EDR): Beyond 120 Business Days of Death		Record	\$0.01	
Total Estimated Quantity				

Option Year II: January 2014-December 2014	Quantity Estimated	Unit	Unit Price	Total
EDR Receipt of Records: Within 6 Business Days of Death		Record	\$3.01	
EDR Receipt of Records: Between 7-30 Business Days of Death		Record	\$1.51	
EDR Receipt of Records: Between 31-120 Business Days of Death		Record	\$0.84	
Receipt of Records: Non-EDR Submitted Within 120 Business Days of Death		Record	\$0.84	
Receipt of Records (Both Non-EDR and EDR): Beyond 120 Business Days of Death		Record	\$0.01	
Total Estimated Quantity				

Option Year III: January 2015-December 2015	Quantity Estimated	Unit	Unit Price	Total
EDR Receipt of Records: Within 6 Business Days of Death		Record	\$3.09	
EDR Receipt of Records: Between 7-30 Business Days of Death		Record	\$1.55	
EDR Receipt of Records: Between 31-120 Business Days of Death		Record	\$0.86	
Receipt of Records: Non-EDR Submitted Within 120 Business Days of Death		Record	\$0.86	
Receipt of Records (Both Non-EDR and EDR): Beyond 120 Business Days of Death		Record	\$0.01	
Total Estimated Quantity				

Option Year IV: January 2016 - December 2016	Quantity Estimated	Unit	Unit Price	Total
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EDR Receipt of Records: Within 6 Business Days of Death		Record	\$3.17	
EDR Receipt of Records: Between 7-30 Business Days of Death		Record	\$1.59	
EDR Receipt of Records: Between 31-120 Business Days of Death		Record	\$0.88	
Receipt of Records: Non-EDR Submitted Within 120 Business Days of Death		Record	\$0.88	
Receipt of Records (Both Non-EDR and EDR): Beyond 120 Business Days of Death		Record	\$0.01	
Total Estimated Quantity				

The rate per record will increase annually by 2.28%, which represents the average Consumer Price Index (CPI) percentage increase for the previous five-year period (2007-2011).

¹Processed Record: Death record data transmitted to Social Security Administration within the timeframes established in Section B-1. This does not include duplicated records.

SECTION B-2 DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

B-2.1 BACKGROUND

As required by Section 205(r) of the Social Security Act, the Commissioner of the Social Security Administration (SSA) is directed to seek voluntary cooperation of the States in providing death record information under contractual agreements for use in the administration of the programs established under the Social Security Act, as amended. SSA shall carry out this provision of the law. The purpose of this program is to reduce erroneous payments to deceased persons receiving Social Security benefits.

B-2.2 SCOPE OF WORK

The contractor shall furnish the necessary personnel, materials, services, facilities and equipment, except as may otherwise be specified herein, and perform all tasks necessary for, or incidental to, the performance of the work set forth herein.

The contractor shall provide vital statistic death record data by electronic transmission methods which conform to SSA's requirements and format. The death data shall be provided beginning approximately January 1, 2012 through December 31, 2016. The data shall be transmitted in the Format prescribed in the attachment.

Electronic Death Registration (EDR) Records

EDR Records are death reports that go through an online SSN verification check prior to submission to SSA. EDR records that pass the online SSN verification are referred to as “verified EDR” records. EDR records that do not pass the online SSN verification are referred to as “unverified EDR” records.

The contractor shall provide EDR records to SSA within six business days from the date of death in order to receive full payment. Saturdays, Sundays, and Federal Holidays will not be used in the calculation of the six

business days. For EDR records submitted seven business days or more beyond the date of death, SSA will reimburse the contractor at a lower rate.

Funeral homes, hospitals, coroners, etc., will initially verify these EDR records by accessing the online SSN verification system through a State/Jurisdiction EDR system. If there is a data match, SSA shall begin the termination process for the deceased beneficiary once it receives the Verified EDR record from the State/Jurisdiction Vital Records.

No Verification Attempt EDR Records

No Verification Attempt EDR Records are electronic death records that do not go through the online SSN verification process because they are missing mandatory fields (See Attachment A) or because the jurisdiction does not have the online SSN verification process integrated with their EDR system. For SSA purposes, No Verification Attempt EDR Records will be included in the Non-EDR record counts on the Death Process Notice.

Non-EDR Records

Non-EDR records are death reports that do not go through an online SSN verification check prior to submission to SSA.

There may be some situations when the contractor can only provide Non-EDR death records. The contractor shall submit these records at least once each month. This death data is generally recorded within 90 days of occurrence. Therefore, Non-EDR deaths occurring between the first and last day of a month shall be included in the transmission submitted on or before the last day of the month following the 90-day period. For example, deaths occurring 01/01/12 through 01/31/12 shall be included in the transmission due to SSA on or before the last day of April 2012.

Death Record Submission Requirements

All death records submitted to SSA should reflect at least a first name and a last name. Middle names should be included where available. The State/Jurisdiction shall submit to SSA the name of the decedent as they receive it, within the field limits specified by SSA. The State/Jurisdiction shall not submit decedents whose name is unknown, nor should "John Doe's" or "Jane Doe's" be submitted. See the attachment for the State Death Record Format.

The record files are transmitted to the National Computer Center, Baltimore, Maryland. The contractor shall advise the Contracting Officer's Technical Representative (COTR) and the Contracting Officer (CO) of any change made to the contractor's internal system(s), which may impact the data transmitted to SSA. Such notice must be made at least 7 days in advance of transmission of data which may be affected by such a change. This requirement is necessary to avoid potential adverse effects to the SSA systems already in existence to process the contractor's data.

Invoices shall include information indicated in C-2 Invoice Submission and Payment Related Information.

Section C. Contract Clauses And Terms And Conditions

C-1 FAR Clause 52.212-4 Contract Terms and Conditions - Commercial Items (June 2010)

In accordance with FAR 12.301 and 12.302, the clause 52.212-4 is incorporated herein by reference via Block 27 of Standard Form (SF) 1449, Solicitation/Contract/Order for Commercial Items.

C-2 Addendum to FAR Clause 52.212-4, Contract Terms and Conditions – Commercial Items (June 2010)

- Paragraph (g), Invoice, is supplemented as follows:

Invoice Submission and Payment Related Information

The contractor will receive invoices, prepared by SSA, for review and verification via email or fax. The invoice will include all of the elements defined in the invoice or payment clause used in this award as well as any other information required below or in the contract.

Other Required Information:

The following information shall be included on all invoices: invoice number; contract number; and delivery order number (a new one is designated for each year of the contract.) In addition, the invoices shall include:

- Processing Date(s)
- Number of records transmitted for each processing date
- Number of records processed for each processing date
- Total number of processed records
- Rate of Payment
- Total payment amount requested

The year of performance is broken into four quarters:

- Quarter 1: January, February, March
- Quarter 2: April, May, June
- Quarter 3: July, August, September
- Quarter 4: October, November, December

Payment shall only be made for death records that SSA can process. In other words, the contractor will refer to the two SSA DEATH PROCESS NOTICES as reflected in Attachment D to determine the number of processed death records. SSA will pay for the number of records indicated under the heading of "PROCESSED" in the section "REPORT COUNTS BY YEAR". SSA will not pay for the number of error records that are included under the heading "EXCEPTED".

Using a direct payment system², SSA will send invoices to the contractor in April, July, October and January. The invoices will summarize the death record data transmitted and the proposed quarterly payment. The contractor shall review the invoices before payment is disbursed. After review and concurrence, the Contracting Officer's Technical Representative (COTR) will authorize the Division of Finance to make the final payment.

²Direct Payment System: A system by which invoices are created quarterly by SSA for each state based on the number of processed death records received.

IF THE CONTRACTOR AGREES WITH THE INVOICE:

Upon receipt of the invoice, if the state agrees that the information is correct, correspondence via email should be sent to DCO.OPSOS.DRMI.EDR@ssa.gov stating their concurrence.

IF THE CONTRACTOR DISAGREES WITH THE INVOICE:

Submit amended invoices via email to DCO.OPSOS.DRMI.EDR@ssa.gov or fax to (410)965-7497
ATTN: EDR/Non-EDR COTR. When sending amended invoices, please include your Taxpayer
Identification Number (TIN), your Dun & Bradstreet Number (DUNS#), and the Order Number on each
invoice.

If there are invoice discrepancies, payment will be determined by the receipt of processed records
reflected in SSA's systems. Final invoices will be sent to:

INVOICE SUBMISSION AND PAYMENT RELATED INFORMATION (DEC 2011)

The invoice shall include all elements of a proper invoice as defined in the invoice or payment clause
used in this award and any other information required below or in any other contract clause. To assist the
Government in making timely payments, include the contractor's Taxpayers Identification Number, Data
Universal Numbering System number, contract, and the Order Number, if any, on each invoice.

Facsimile (Fax) communication is the preferred method of submission for invoices and public vouchers,
because the invoice will be received directly into the SSA payment system. If the invoice cannot be
faxed, submit it electronically via email, by regular mail, or by hand carrying it to the Office of Finance at
the address below.

If submitting by fax, use any one of the following fax numbers:

410 965-8209
410 965-8251
410 965-8200
410 965-8216
410 966-5425
410 966-9940
410 965-3734
410 965-7533

If submitting electronically:

Submit the invoice either as an attachment to an email message, or within the message itself, to:
OTAPS.DAPS.Invoices@ssa.gov.

If sent by mail, submit an original and three (3) copies of the invoice to:

Social Security Administration
Office of Finance
Post Office Box 47
Baltimore, Maryland 21235-0047

If hand carried, deliver to:

Social Security Administration
Office of Finance
Customer Service Help Desk
2-B-4 East Low Rise Building

6401 Security Boulevard
Baltimore, Maryland 21235-0047

The telephone number of the finance customer service help desk is (410) 965-0607.

The Government will make payment to the Contractor using the Electronic Funds Transfer (EFT) information contained in the [Central Contractor Registration \(CCR\)](#) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database. The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the Office of Finance.

Remittance information associated with EFT payments is available via the Internet Payment Platform (IPP) on the Department of Treasury's Internet site at <http://www.ipp.gov>.

The Contractor may also direct payment inquiries to SSA's Office of Finance by:

- Using its [Financial Interactive Voice Response System \(FIVR\)](#). FIVR is an automated self-service telephone system available 24 hours a day that allows direct electronic access to administrative payment information using the telephone keypad. The contractor can access FIVR by calling (410) 965-0607. The services available through FIVR are available through a Telecommunications Device for the Deaf (TDD) Line at 410-597-1395. Customer Service Representatives will be available to answer vendor payment inquiries Monday - Friday, between 8 a.m. and 4:30 p.m., Eastern Time.

By sending an email to payment.inquiries@ssa.gov, or visiting the internet site at <http://www.socialsecurity.gov/vendor/contact.htm>. The contractor can also access the IPP system through a link on this site.

C-3 FAR Clause 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2011)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
 - ___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
 - (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
 - (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___ X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub.

L. 109-282) ([31 U.S.C. 6101 note](#)) ___ N/A (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub.

L. 111-5).

___ (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (8) [52.219-3](#), Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) ([15 U.S.C. 657a](#)).

___ (9) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (10) [Reserved]

___ (11)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-6](#).

___ (iii) Alternate II (Mar 2004) of [52.219-6](#).

___ (12)(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](#).

___ (13) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (14)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([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 (Jul 2010) of [52.219-9](#).

___ (15) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

___ (16) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (17)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of [52.219-23](#).

___ (18) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

___ (19) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

___ (20) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

X (21) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (22) [52.219-29](#) Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

___ (23) [52.219-30](#) Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

- (24) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (25) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- (26) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (27) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (28) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- (29) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (30) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (32) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (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](#).)
- (33)(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.)
- (34) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (35)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - (ii) Alternate I (DEC 2007) of [52.223-16](#).
- (36) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (37) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- (38)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
 - (ii) Alternate I (Jan 2004) of [52.225-3](#).
 - (iii) Alternate II (Jan 2004) of [52.225-3](#).
- (39) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (40) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (41) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (42) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (43) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (44) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (45) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- (46) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- (47) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

- _____ (48) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- _____ (49)(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) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- _____ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- _____ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- _____ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- _____ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- _____ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- _____ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- _____ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 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) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
 - (ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) [Reserved]
 - (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
 - (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
 - (vii) [52.222-40](#), 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](#).
 - (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
—Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
 - (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
 - (xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).
 - (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

C-4 Additional FAR Clauses Incorporated by Reference

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 address:

<https://www.acquisition.gov/far/index.html>

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006)

52.232-18 Availability of Funds (APR 1984)

C-5 Additional FAR Clauses Incorporated by Full Text

The following FAR clauses are hereby incorporated into this solicitation/ contract by full text as follows:

C-5.1 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from

January 1, 2012 through December 31, 2012 for Year One (1)

January 1, 2013 through December 31, 2013 for Year Two (2)

January 1, 2014 through December 31, 2014 for Year Three (3)

January 1, 2015 through December 31, 2015 for Year Four (4)

January 1, 2016 through December 31, 2016 for Year Five (5)

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C-5.2 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 100 records, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the total estimated quantity as shown in Section B.1 for the applicable ordering period;

(2) Any order for a combination of items in excess of the total estimated quantity as shown in Section B.1 for the applicable ordering period; or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C-5.3 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

C-5.4 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.

The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) days prior to the expiration date of the contract.

C-5.5 52.217-9 Option to Extend the Term of the Contract.

Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

C-6 Additional Agency Specific Terms and Conditions

The following agency-specific terms and conditions are hereby incorporated into this solicitation/contract by full text as follows:

C-6.1 PERIOD OF PERFORMANCE

The period of performance under this contract shall be from 01/01/2012 through 12/31/2016. The total duration of this contract shall not extend beyond 60 months, broken down as follows:

C-6.1.1 Contract Year (1):

January 1, 2012 through December 31, 2012

C-6.1.2 Contract Year (2)

January 1, 2013 through December 31, 2013.

C-6.1.3 Contract Year (3)

January 1, 2014 through December 31, 2014.

C-6.1.4 Contract Year (4)

January 1, 2015 through December 31, 2015.

C-6.1.5 Contract Year (5)

January 1, 2016 through December 31, 2016.

C-6.2 DESIGNATION OF GOVERNMENT CONTRACT SPECIALIST

Deborah Lawrence-Wilson, Contract Specialist, Division of Operations Contracts, has been assigned to administer the contractual aspects of this contract. However, changes in the Scope of Work, contract cost, price, quantity, and quality or delivery schedule shall be made only by the Contracting Officer by a properly executed modification. All correspondence that in any way concerns the terms or conditions of this contract shall be submitted directly to the Contract Specialist at the following address:

Social Security Administration
Office of Acquisition and Grants
Attention: **Deborah Lawrence-Wilson**
Contract Specialist
1st Floor, Rear Entrance
7111 Security Boulevard
Baltimore, Maryland 21244
Telephone Number –410-965-9532
Facsimile Number –410-966-9310
Email: Deborah.Lawrence-Wilson@ssa.gov

C-6.3 CONTRACT ADMINISTRATION

The contractor's representative responsible for handling contract administration is:

NAME:
TITLE: *(to be completed at time of award)*
ADDRESS: *(to be completed at time of award)*
PHONE: *(to be completed at time of award)*
FAX: *(to be completed at time of award)*
EMAIL: *(to be completed at time of award)*

C-6.5 DESIGNATION OF GOVERNMENT CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The individual(s) named below is hereby designated as the Government Contracting Officer's Technical Representative (COTR). If an Alternate COTR is also listed below, that person will serve in the COTR's stead when the COTR is unavailable. The COTR is responsible for the technical administration of this contract.

NAME:	Kate Nagel	Alternate COTR NAME:	Hellen Savoy
ADDRESS:	6401 Security Blvd 4230 Anx Baltimore, MD 21235	ADDRESS:	6401 Security Blvd 4243 Anx Baltimore, MD 21235
PHONE:	(410) 965-8444	PHONE:	(410) 965-9976
FAX:	(410) 965-7497	FAX:	(410) 965-7497
EMAIL:	Kate.Nagel@ssa.gov	EMAIL:	Hellen.I.Savoy@ssa.gov

(b) The COTR, or his/her authorized representative, shall be responsible for coordinating with the contractor the technical aspects of the contract. The COTR is not authorized to make any changes which affect the contract amount, terms or conditions. The Contracting Officer is the only person with the authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

C-6.6 LIMITATION ON USE AND DISCLOSURE OF STATE RECORDS

LIMITATION ON USE AND DISCLOSURE OF STATE RECORDS

General

(a.) SSA recognizes that State laws governing the collection, use, and dissemination of death records may affect the conditions under which such records are made available to SSA. Therefore, SSA shall adopt policies and procedures to ensure that information received from the State shall be used by SSA in accordance with Federal law, section 205(r) of the Social Security Act, and this contract.

(b.) The State vital statistics data shall remain the property of the State. Except as set forth in this contract, the State data shall not be shared or otherwise made available to any agency or individual outside SSA, and working copies (if any) shall be destroyed after they have been used to update SSA's files.

Use of State Records by SSA – Screening for Erroneous Benefit Payments

(c.) Except as provided in Federal law, section 205(r) of the Social Security Act, and this contract, data from the State's death files shall be used only to screen SSA's payment erroneously issued to beneficiaries after their deaths. These payment systems include benefit entitlement information for the retirement, survivors, disability and health insurance programs established under titles II and XVIII of the Social Security Act and contain information pertaining to individuals entitled to Supplemental Security Income and part B, Black Lung benefits, which are programs also administered by SSA. In performing this match, when a State record either contains insufficient information or matches a payment record but the individual's death was already reported to SSA (and the month and year agree), the State record shall be dropped from the match operation and destroyed.

Use of State Records by SSA – Independent Verification

(d.) When a benefit record match occurs and SSA was either previously unaware of the individual's death or the date of death reported to SSA differs materially from that indicated in the State provided record, SSA will complete an independent verification of the fact and date of death before taking any action that would affect the beneficiary's entitlement to monthly payments. Such independent verification shall, at a minimum, consist of an attempted contact with the beneficiary at his or her last known address to verify continuing entitlement to benefits. In making such attempted contacts, SSA will not, under any circumstances, disclose the fact that report of the beneficiary's death was received from the State. After SSA completes an independent verification of the State record, SSA will delete the State source code from the record. The State waives the independent verification requirement for any EDR record that SSA receives with a verified SSN.

Death Master File

(e.) The Death Master File (DMF) is an extract of the death information from SSA's Numident, the electronic database that contains SSA's records of every individual who has applied for and been assigned a SSN. The Numident contains death records SSA receives from the States and from sources other than the States, including but not limited to a decedent's family member. SSA will screen the State death reports to determine if the SSN listed for each report was issued, according to SSA's records, to the deceased person identified in the report. Death records with SSNs assigned to someone other than the deceased will be dropped from further processing and destroyed and will not be included in the DMF.

Recipients of SSA's Death Master File

(f.) SSA will only disclose state death information pursuant to Federal law and section 205(r) of the Social Security Act. In accordance with section 205(r) of the Social Security Act, SSA must, provide

Federal Benefit paying agencies with a complete copy of SSA's DMF. Federal and State agencies receiving death records will be required under the terms of its contract with SSA to use the information only for the agreed upon purpose and to independently verify the fact and date of death of an individual before taking any action affecting such person's entitlement to benefits.

The Public Death Master File shall not contain any information where the source of information is State Vital Records' offices.

Records NOT Independently Verified by SSA

(g.) In accordance with section 205(r) of the Social Security Act, supplied State death data that is unverified under terms of this contract is exempt from disclosure under the Federal Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). SSA will remove all State death data that are unverified from the Public Death Master File.

EDR Records with a Verified SSN by SSA

(h.) SSA will immediately and automatically terminate benefits for any beneficiary whose death record is submitted to SSA through the State's EDRs, provided that the death record contains a verified SSN.

C-6.7 SAFEGUARDS

The Social Security Administration agrees to the following conditions regarding safeguards to protect data furnished by the State from unauthorized use or disclosure:

- (a.) To limit access to the data only to those employees and officials who need them to perform their official duties in connection with this contract;
- (b.) To store the data in an area that is physically safe from access by unauthorized persons;
- (c.) To store and process data in such a way that unauthorized persons cannot retrieve the information by means of a computer, remote terminal, or other means;
- (d.) To advise all personnel who will have access to the data of the confidential nature of the information, the safeguards required, and the criminal sanctions for noncompliance contained in Federal statutes (such as section 1106(a) of the Social Security Act);
- (e.) To ensure, when any authorized Federal or State agency gains access to Social Security records that may have been corrected through the use of State supplied death information, that such agency abides by Federal law and the safeguard provisions contained an agreement with SSA.

The following clause is applicable to non-EDR records and EDR records that did not verify through the contractor's EDRS.

C-6.8 SUMMARY OF VERIFICATION PROCEDURES

- (a.) The results of the matching operation are electronically transmitted to the SSA offices servicing the last known address of the beneficiaries identified.
- (b.) Each field office first reviews its records to detect recently reported deaths with action pending or recently completed. (The match alert will not be processed in the event that any such action is detected.)

- (c.) If no such action is detected, the field office attempts to contact the beneficiary by phone or letter.
- (d.) If, as a result of the contact, a family member or other party with reasons to know confirms the match information, termination action is taken by the field office.
- (e.) If there is no response to the phone call or mail attempts within a reasonable amount of time, benefits are suspended and the beneficiary is advised in writing that unless he/she contacts SSA, benefits will be terminated by a specified date.
- (f.) If someone responds to the contact and purports to be the beneficiary, a certified copy of the death certificate is secured and, if the identifying information indicates that it applies to the beneficiary, a face-to-face meeting is scheduled with the individual who responded to the contact.
- (g.) The individual purporting to be the beneficiary is asked to present proof of identity at the meeting. If the field office is satisfied that the SSA beneficiary is alive, no further action is taken. If not, the interview is cancelled and the individual is informed that he/she will be re-contacted. Benefits are then suspended and the case is referred to the Social Security Administration's Office of the Inspector General for inspection. In no case will the match record be the sole basis for terminating any type of benefits. Copies of SSA operating instructions for this process are available upon request.

C-6.9 ISSUANCE OF DELIVERY ORDERS

- a. All supplies required under this contract shall be ordered by issuance of delivery orders place against the contract. The Contracting Officer is designated as the only authorized ordering official. Delivery orders will be issued utilizing the following procedure:
 - Written delivery orders will be issued by the Contracting Officer on Optional Form (OF) 347, Orders for Supplies or Services. Orders may be issued orally, by fax, or by e-mail.
- b. No supplies shall be provided beyond the quantities specified in the written delivery order unless or until and modification or a new delivery order is issued by the Contracting Officer.

Section D - Contract Documents, Exhibits and Attachments

Attachment A – State Death Format

Attachment B -- Table I -- Source Of Death Record State Codes

Attachment C -- Table II-- Place Of Birth Codes State Codes

Attachment D - SSA Death Process Notices

Note: Attachments A, B, C, and D are separate documents.

Section E -- Solicitation Provisions

E-1 FAR Provision 52.212-1, Instructions to Offerors – Commercial Items (June 2008)

In accordance with FAR 12.301 and 12.302, the clause at 52.212-1, is incorporated by reference via Block 27a of the SF 1449.

E-2 Addendum to FAR Provision 52.212-1, Instructions to Offerors – Commercial Items (June 2008)

In accordance with FAR 12.301 and 12.302, the provision at 52.212-1 is hereby tailored by this addendum as follows:

- ◆ In paragraph (b)(4) is deleted in its entirety as it has been determined to be not applicable to this solicitation.
- ◆ In paragraph (b)(5) is deleted in its entirety as it has been determined to be not applicable to this solicitation.
- ◆ In paragraph (b)(10) is deleted in its entirety as it has been determined to be not applicable to this solicitation.
- ◆ Paragraph (b)(12) is added to complete and submit Attachment G in Section D.
- ◆ In paragraph (d) through (i) and (l) are deleted in their entirety as they have been determined to be not applicable to this solicitation.

E-3 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (MAY 2011)

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

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

“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.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), i.e. a corporation that used to be incorporated in the United States or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

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

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

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

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

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

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

“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) Annual Representations and Certifications

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

(2) ____ The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations 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 (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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

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

(c) Offerors must complete the following representations when the resulting contract 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, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) 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 the circumstances or adverse decision have been issued that affect its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirement of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB Program in (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern 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 eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and in change in circumstances or adverse decision 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)(ii) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that participating the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.2129-25, *Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

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

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

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

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

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

(ii) It [] is, [] 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 the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products

Line Item 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 Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(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, 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.

(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 is 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 outside the United States); or

(2) Outside the United States.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#).

The offeror does does not certify that—

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

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

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

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#).

The offeror does does not certify that—

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

(4) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

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

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

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

(1) A Foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C.395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in an activities for which sanctions may be imposed under section 5 of the Iran Sanction Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does 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 offered products to be supplied are designated country end products.

(1) *Alternate I (Apr 2011)*. As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(12) to the basic provision: *(Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)*

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

___ Black American.

___ Hispanic American.

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

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

(2) ___ 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.

Alternate II (Apr 2011). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) *Address*. The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

E-4 Additional FAR Provisions Incorporated by Full Text

The following FAR provisions are hereby incorporated into this solicitation by full text as follows:

E-4.1 52.209-7 Information Regarding Responsibility Matters (Apr 2010)

(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 proceedings 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).

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

“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).

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of an Indefinite-Delivery, Requirements contract resulting from this solicitation. Orders will be issued on a fixed price basis.

E-5 – Additional FAR Provisions Incorporated by Reference

NOT APPLICABLE

E-6 – Additional Agency-Specific Provisions

NOT APPLICABLE