

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 48	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N39430-15-R-1641	
6. SOLICITATION ISSUE DATE 13-Apr-2015		7. FOR SOLICITATION INFORMATION CALL:		a. NAME CAROLYN M. CONTRERAS		b. TELEPHONE NUMBER (No Collect Calls) 805-982-5195	
8. OFFER DUE DATE/LOCAL TIME 12:00 AM 13 May 2015		9. ISSUED BY NAVFAC EXWC CODE ACQ / NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4301 TEL: FAX:		CODE N39430		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 1000 NAICS: 335921	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE	
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE		FACILITY CODE	
<input type="checkbox"/> 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	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input 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			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> 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 HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> 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)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Double Armor (DA) Trunk Cable FFP In accordance with Statement of Work Section 3 MINIMUM GUARANTEE WILL BE \$10,000 FOB: Destination	30	Kilometer s		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Single Armor (SA) Trunk Cable FFP In accordance with Statement of Work Section 3 FOB: Destination	80	Kilometer s		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Protected Trunk Cable FFP In accordance with Statement of Work Section 3 FOB: Destination	450	Kilometer s		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Light Weight (LW) Trunk Cable FFP In accordance with Statement of Work Section 3 FOB: Destination	450	Kilometer s		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Monthly Cable Storage FFP FOB: Destination	6	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Universal Joint FFP LW Trunk Cable to LW Trunk Cable, 24 fibers In accordance with Statement of Work Section 3 FOB: Destination	5	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Universal Joint FFP Protected Trunk Cable to Protected Trunk Cable, 24 fibers In accordance with Statement of Work Section 3 FOB: Destination	5	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Universal Joint FFP SA Trunk Cable to SA Trunk Cable, 24 fibers In accordance with Statement of Work Section 3 FOB: Destination	2	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Universal Joint FFP DA Trunk Cable to DA Trunk Cable, 24 fibers In accordance with Statement of Work Section 3 FOB: Destination	2	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Universal Joint FFP LW Trunk Cable to TE Subcom SL 21mm LW Cable, 24 fibers In accordance with Statement of Work Section 3 FOB: Destination	8	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	Universal Joint FFP TE Subcom SL 21mm LW Cable to TE Subcom SL 21mm LW Cable, 24 fibers	2	Each		
FOB: Destination					

MAX
NET AMT

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$
0006		\$		\$
0007		\$		\$
0008		\$		\$
0009		\$		\$
0010		\$		\$
0011		\$		\$

STATEMENT OF WORK

SEISMO-HYDROACOUSTIC (SHDAS) TRUNK CABLE SPECIFICATION

AND STATEMENT OF WORK

1 SCOPE

1.1 This document defines the requirements and terms of supply for the trunk cable for the Seismo-Hydroacoustic Data Acquisition System.

1.2 The cables required for this application are commercially available submarine telecommunication cables with a proven service history (at least 10 years).

1.3 The cables shall be loaded onto a Government supplied vessel by the Contractor and will be considered received following the optical testing as described in Section 8.2.1.

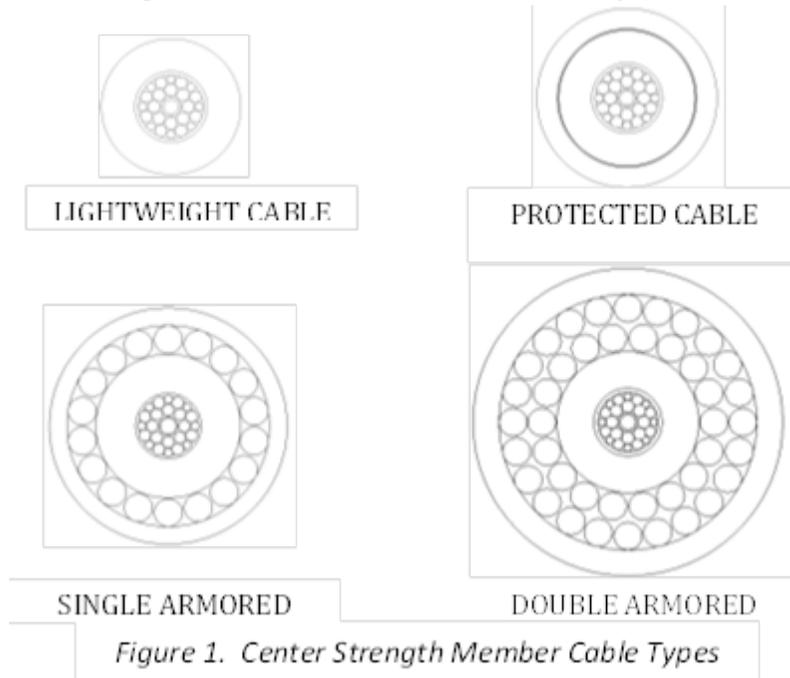
2 APPLICABLE DOCUMENTS

The CONTRACTOR shall be responsible for obtaining the documents listed in Table 1.

Table 1: Applicable Documents	
DOCUMENT	TITLE
IEC 60811	Measurements of Thickness and Overall Dimensions Test for Determining Mechanical Properties
IEC 794	Optical Fiber Cables, Part 1, Generic Specification
BS 5099	Specification for Spark Testing of Electrical Cables
ISO 9001	Model for Quality Assurance in Design/Development, Production, Installation and Servicing
ISO 14000/14001	Environmental management
ITU-T G.652	Characteristics for single-mode optical fiber cable, 2009
EIA TIA/EIA-455-B	Standard Test Procedure for Fiber Optic Fibers, Cables, Transducers, Sensors, Connecting and Terminating Devices, and Other Fiber Optic Components
ASTM B193	Standard Test Method for Resistivity of Electrical Conductor Materials

3 GENERAL CABLE REQUIREMENTS

3.1 The cables shall be a central strength member design, with the Lightweight cable providing the core for the protected and armored cables as shown in Figure 1.



- 3.2 The Lightweight cable shall have a nominal diameter no larger than 18mm.
- 3.3 Materials used in the manufacturing of the cables shall be new and free from defects, imperfections, or contamination which would adversely affect the cable performance or service life.
- 3.4 The cable design offered shall have a record of successful use.
- 3.5 The cables shall be qualified by the Universal Jointing Consortium for use with the Universal Joint.
- 3.6 The cables shall be installable and recoverable from the ocean surface to the seafloor at the depths listed in Table 3 using standard telecommunication cable installation equipment (i.e. linear cable engine, cable drum, etc.).
- 3.7 Transitions between armored and LW or Protected cables shall be made during the armoring process, with the length of the transition being sufficient to avoid cable twist issues during deployment or recovery.
- 3.8 The armored cables shall be capable of being buried in the seabed using a conventional cable plow, jetting tools, or other trenching machines, and shall also be capable of being extracted from the seabed in a useable condition in the event of cable recovery.
- 3.9 Fiber tube joints, fiber splices, insulation repairs, jacket repairs, steel tape repairs, armor wire welds, or factory joints are only permitted in the delivered cable length(s) if they are fully qualified.
- 3.10 The cables shall allow the use of industry standard stoppers such as pre-formed stoppers (e.g. PMI Stoppers), Chinese fingers (e.g. Kellems Grip), and Kevlar stoppers (e.g. Yale Grip) without damaging the cable. The Contractor's recommended cable grips will be or have been tested or field proven to not negatively impact the performance of the cable.
- 3.11 The cables shall have a minimum bend diameter no larger than 3m when under tensile load.
- 3.12 The length of the cable sections shall have a length tolerance of $-0/+2$ %.
- 3.13 Adhesive marker bands shall be applied to the cable at 2 km intervals and shall bear the running kilometer mark from the start of the cable section.
- 3.14 Cable joint locations shall be signaled on each side of the housing by applying adhesive warning marker bands to the cable with the following schedule:

- 4 markers at 10 m from housing
- 3 markers at 50 m from housing
- 2 markers at 100 m form housing
- 1 marker at 500 m from housing

3.15 The completed cable sections shall be capable of loading onto a cable ship. The Contractor shall provide a loading cost with their proposal.

4 ELECTRICAL REQUIREMENTS

The electrical performance specified shall be met under all mechanical and environmental conditions detailed within this specification

4.1 The minimum continuous operating voltage of the cable shall be + or – 10 kV DC

4.2 The cable shall be rated for a minimum continuous line current of 1.6 Amps dc

4.3 The power conductor resistance shall be ≤ 1 ohm/km when corrected to 20°C

4.4 The insulation resistance shall be > 10 GΩ-km at a test voltage of at least 500V

4.5 The cables shall be capable of transmitting a low frequency AC toning signal to aid fault location during service.

5 OPTICAL REQUIREMENTS

The optical performance specified shall be met under all mechanical and environmental conditions detailed within this specification

5.1 The fiber tube shall be capable of containing up to 24 fibers.

5.2 The optical fibers shall conform to ITU-T G.652 D (i.e. Zero water peak – full spectrum fiber)

5.3 Each fiber shall be uniquely color coded as specified in Table 2.

Fiber ID	COLOR	Fiber ID	COLOR
1	Red	13	Lime
2	Blue	14	Tan
3	Yellow	15	Magenta
4	Brown	16	Grey
5	Green	17	Natural-clear

Table 2: Fiber Color Designation

Fiber ID	COLOR	Fiber ID	COLOR
6	Orange	18	Dark Green
7	Violet	19	Red Dash
8	Black	20	Yellow Dash
9	Rose	21	Green Dash
10	Aqua	22	Orange Dash
11	Olive	23	Rose Dash
12	White	24	Aqua Dash

5.4 The optical attenuation shall not exceed 0.22 dB/km at 1550 nm.

5.5 The fibers shall be proof tested at 200 kpsi.

5.6 Any fiber splices within the cable shall be proof tested to 200 ksi.

5.7 The chromatic dispersion zero dispersion wavelength shall be between 1300 and 1324 nm

5.8 The chromatic dispersion zero dispersion slope shall be $< 0.09 \text{ ps/nm}^2 \cdot \text{km}$

5.9 The polarization mode dispersion (PMD) shall be $< 0.2 \text{ ps}/(\text{km}^{1/2})$

6 ENVIRONMENTAL PERFORMANCE REQUIREMENTS

6.1 The cable shall be capable to operate for a 20-year life while constantly submerged in seawater.

6.2 The operating, storage, deployment and recovery temperature range for the cables shall be -10°C to 50°C

6.3 In the event of cable being severed while in service, the water ingress rate shall be less than 250m per 2 weeks for depths $< 1,000 \text{ m}$ depth, and less than 1,000 m per 2 weeks for depths $> 1,000 \text{ m}$.

6.4 The optical attenuation increment from hydrogen induced aging shall be $< 0.003 \text{ dB/km}$ at 1550 nm over the system life.

6.5 The cable shall be designed to meet all of the performance requirements of this specification under an external hydrostatic pressure equivalent to the maximum water depths as listed in Table 3.

Table 3: Maximum Cable Working Depths

Cable	Maximum Operational Depth (m)
Light Weight	8000
Protected	6500
Single Armor	1500
Double Armor	800

7 CABLE CONSTRUCTION

7.1 Lightweight Cable

7.1.1 Fiber Tube

- 7.1.1.1 The fiber tube shall house 24 fibers.
- 7.1.1.2 The fibers shall be housed within a polymer or metallic fiber tube
- 7.1.1.3 The free space within the tube shall be filled with a filling or buffer gel to act as a water blocking compound

7.1.2 Power Conductor

- 7.1.2.1 The fiber tube shall be contained within a stranded bridged wire nest structure to provide stability and hydrostatic pressure resistance.
- 7.1.2.2 The strand wire material shall be improved plow steel
- 7.1.2.3 The wires in the nest shall have a left hand lay.
- 7.1.2.4 A copper jacket shall be applied over the steel wires to maintain mechanical stability, provide the required electrical resistance, and provide a barrier to hydrogen ingress to the fibers.
- 7.1.2.5 The axial weld in the copper tube shall be subject to 'weld integrity checking' throughout the power conductor manufacturing process.
- 7.1.2.6 The interstices between the steel wires shall be water blocked to minimize water ingress should the cable be severed in service.
- 7.1.2.7 The interlayer adhesion between the copper jacket and steel wires shall prevent cable damage when transferring load from the cable during marine operations (e.g. cable stoppering).

7.1.3 Insulation

- 7.1.3.1 The power conductor shall be insulated with natural polyethylene.
- 7.1.3.2 The insulation shall be bonded to the copper jacket to ensure a high shear transfer rate across the interface between the copper and insulation to prevent cable damage when transferring load from the cable during marine operations (e.g. cable stoppering).
- 7.1.3.3 The insulation shall be subject to spark testing during the insulation extrusion process.
- 7.1.3.4 The insulation to power conductor concentricity shall be > 90%
- 7.1.3.5 There shall be no voids within the insulation, or at the interface to the copper jacket of the power conductor.
- 7.1.3.6 The insulation diameter tolerance shall be < 2% of the nominal diameter of the insulation.

7.2 Protected Cable

- 7.2.1 The lightweight cable shall form the core of the Protected Cable.
- 7.2.2 A laminate steel tape (e.g. Zetabon tape) shall be formed around the lightweight core.
- 7.2.3 A black high density polyethylene shall be extruded over the laminate steel tape.
- 7.2.4 The jacket shall be subject to spark testing during the jacket extrusion process.

7.3 Armored Cables

- 7.3.1 The Lightweight cable shall form the core of the armored cables
- 7.3.2 The armor layers shall have a left hand lay
- 7.3.3 The armor layers shall be flooded with a slushing compound such as bitumen or natural asphalt to minimize corrosion of the wires during service.
- 7.3.4 The armor wire material shall be galvanized improved plow steel.
- 7.3.5 The outside of the armored cables shall be finished with two contra-laid servings impregnated with slushing compound.
- 7.3.6 At least 10 ends of the outer serving layer will be white or yellow to provide a visual stripe on the cable to aid ROV inspection/location.

7.4 Subsequent to final testing (defined in Section 13), the ends of the cables shall be sealed and fitted with a “rigid pull in head” to allow fitting of a swivel and shackle to facilitate pulling the cable during transfers and hauling the cable ashore. The maximum pulling force of the pull in head shall be at least equal to the designed maximum pulling force of the cable. The ends shall be prepared such that the fibers and conductor are connectorized using FC/UPC connectors and lug connectors compatible with a 3/8” bolt respectively. These shall be housed within the rigid pull head.

8 ACCEPTANCE TESTING

8.1 General

- 8.1.1 The Contractor shall submit, in Contractor Format, a Factory Acceptance Test (FAT) plan at least 4 weeks prior to the final acceptance testing being conducted.
- 8.1.2 The Contracting Technical Representative (COR) shall be given notice of at least 4 weeks prior to the final acceptance testing being conducted.
- 8.1.3 The Contractor shall furnish at their expense all spares and consumables for the testing of the cables. Rectifying any defects revealed by such tests shall be at the Contractor’s expense.
- 8.1.4 All production verifications shall be performed at room temperature of $22^{\circ}\pm 5^{\circ}\text{C}$.

8.2 Final Verification Tests

The Contractor shall submit, in contractor format, a Production Verification Report. The following tests for the cables shall be included as part of the test program:

- 8.2.1 Bi-directional OTDR testing at 1550 and 1310 nm. Traces shall be saved in electronic form for later viewing or analysis.
- 8.2.2 Location and the magnitude of optical splice attenuation, and a record of the optical length for each fiber. Other than fiber splices, there shall be no point losses > 0.1 dB at any point along any fiber.
- 8.2.3 Polarization mode dispersion (certified data provided by fiber manufacturer can be used).
- 8.2.4 Chromatic dispersion (certified data provided by fiber manufacturer can be used).
- 8.2.5 Inspection of end samples for diameter conformance and correct location of strand wires.
- 8.2.6 Copper to steel adhesion measurement on end samples taken from completed the cables.
- 8.2.7 The outer diameter of the armored cables shall be measured at four locations spaced not less than 1 meter apart at both cable ends.
- 8.2.8 The dc conductor resistance per unit length of each cable length shall be measured, recorded, and corrected to 20°C. Before measurement, the cable shall have been thermally stabilized with the surrounding environment for a minimum of 4-hours.
- 8.2.9 Each cable length shall be subjected to a 45 kV high voltage test applied between the center conductor and an external wet ground for a period of 5 minutes.

9 DOCUMENTATION

9.1 General

Where documentation is proprietary to the Contractor, documentation shall be made available for COR review and comment, if necessary at the Contractor's office most convenient to COR. Any such documentation shall be identified in the proposal.

9.2 Documentation after Contract Issuance

Documentation for this procurement shall be initiated at beginning of project and developed iteratively through the course of project, including progress reports on a periodic basis.

- 9.2.1 The Contractor shall submit, in Contractor Format, a description of available space adjacent to or within the cable factory for customer integration and testing, and for customer staging of other project equipment to be mobilized aboard the Government's contracted cable ship. This shall be provided within 16 weeks after contract award.
- 9.2.2 The Contractor shall submit, in Contractor Format, a description of how cable is loaded onto a cable ship from the cable factory. This shall be provided within 16 weeks after contract award.

- 9.2.3 The Contractor shall submit, in Contractor Format, a description of how cable length markings will be applied to the cable and provide any cable marking recommendations different from the Governments specification. This shall be provided within 16 weeks after contract award.

9.3 Project Management Documentation

- 9.3.1 Contractor shall provide the following project management documentation on a monthly basis, to report progress against planned schedule through the engineering, manufacturing, and shipment phases of the project.
 - 9.3.1.1 Master Document Register (MDR): List of all documents with document format, planned date for completion, and restrictions on reviewing. Register shall be updated after contract award, with status, new listings, and actual completion dates.
 - 9.3.1.2 Master Project Schedule: Progress report covering (as necessary) engineering and development, design review schedule, qualification testing, material procurement, manufacturing, assembly and testing.

9.4 Quality Assurance

- 9.4.1 The Contractor shall submit a Manufacturing Quality Plan that will be implemented for manufacturing the SHDAS trunk cable. The plan shall identify each component, referencing documents defining manufacturing processes, inspection procedures and acceptance criteria. The plan shall identify and describe the process or method for repairing a cable fault during manufacturing, and corrective actions to be employed should an out-of-spec incident occur during the manufacturing process.
- 9.4.2 The Contractor shall submit a comprehensive inspection and test plan (ITP), and a test matrix document for all cables. The submitted plan should identify the quality requirements applicable to cable assemblies and/or subassemblies including identification of processes and/or activities requiring Government quality assurance participation for review, hold, monitor or witness points, as applicable. The plan should also address the offeror's plan to accommodate government and government representative visits to the cable factory during manufacturing and testing.

9.5 Manufacturing Documentation

- 9.5.1 The Contractor shall make the following manufacturing documents available for COR review and comment, upon request, either by providing documents for review or by making documents available for review at Contractor's office as agreed in master document register:
 - 9.5.1.1 Manufacturing procedure specifications, including material specifications
 - 9.5.1.2 Material test reports
 - 9.5.1.3 Dimensional inspection logs and nondestructive test reports
 - 9.5.1.4 Equipment and process qualification test reports

- 9.5.1.5 Release certificates for cables prior to integration
- 9.5.1.6 Non-Conformance Report (NCR) log
- 9.5.1.7 Root cause analysis reports in response to GOVERNMENT initiated Corrective Action Request (CAR), as applicable

10 FINAL DOCUMENTATION

10.1 General

Final documentation shall be provided, as specified in the following sections, for preliminary review prior to acceptance of the cables.

10.2 Engineering Documentation

10.2.1 Engineering data book shall be provided, which shall include but not be limited to the following:

- 10.2.1.1 Summary reports for product verification work, including design, analysis, and qualification testing activities.
- 10.2.1.2 Summary reports for material qualification testing.
- 10.2.1.3 Summary reports for reliability engineering activities as applicable.
- 10.2.1.4 Recommended integrity management criteria including but not limited to inspection points, inspection frequency, condition monitoring requirements, and analytical requirements.

10.3 Operation and Maintenance Manuals

10.3.1 Operation and Maintenance (O&M) manuals shall be provided that cover installation, commissioning, operation, maintenance, and retrieval activities.

10.3.2 Final O&M manuals shall be provided to COR for review and comment prior to shipment of any cable.

10.3.3 O&M manuals shall be in hard copy and electronic format, including three hard copies in a loose-leaf three-ring binder and three electronic copies on compact disc/digital video disc (CD/DVD) unless otherwise specified.

10.3.4 The following documentation shall be included in the O&M manuals:

- 10.3.4.1 Procedures for handling, shipment, preservation, and storage (short and long term)
- 10.3.4.2 Procedures for shore-based and offshore testing, and on-deck testing prior to installation
- 10.3.4.3 Installation, jointing, repair, subsea testing, and retrieval procedures

10.4 Manufacturing Data Book

10.4.1 Prior to acceptance, Contractor shall compile and submit in electronic format manufacturing data book for COR review and comment.

10.4.2 Manufacturing data book shall include the following:

- 10.4.2.1 Inspection and test plans
- 10.4.2.2 Material test reports
- 10.4.2.3 Nondestructive examination/nondestructive testing reports
- 10.4.2.4 Dimensional inspection and critical dimension logs
- 10.4.2.5 Release certificates for assembly and test.
- 10.4.2.6 Relevant NCRs with dispositions and applicable waivers
- 10.4.2.7 Root cause analysis reports in response to COR -initiated CARs.
- 10.4.2.8 FAT reports with original test charts as applicable
- 10.4.2.9 A copy of the certificates of conformance

Table 4 – Contract Data Requirements List (CDRL), Deliverables and Schedule

CDRL	Deliverable Item	SOW Paragraph	Due Date
A001	Factory Acceptance Test (FAT) plan	8.1.1	No later than 2 weeks after contract award
A002	Production Verification Report	8.2	No later than 4 weeks after test completion
A003	Available Space Description	9.2.1	No later than 16 week after contact award
A004	Cable Loading Description	9.2.2	No later than 16 week after contact award
A005	Cable Marking Description	9.2.3	No later than 16 week after contact award
A006	Master Document Register (MDR)	9.3.1.1	No later than 2 weeks after contract award
A007	Master Project Schedule	9.3.1.2	No later than 2 weeks after contract award
A008	Manufacturing Quality Plan	9.4.1	No later than 10 weeks after contract award
A009	Comprehensive Inspection and Test plan (ITP)	9.4.2	No later than 10 weeks after contract award
A010	Manufacturing Documentation	9.5	No later than 15 days prior to acceptance
A011	Engineering Documentation	10.2	No later than 15 days prior to acceptance
A012	Operation and Maintenance (O&M) manual	10.3.1	Shall be provided to COR for review and comment prior at least 15 days prior to shipment of any cable.
A013	Manufacturing Data Book	10.4	No later than 15 days prior to acceptance

11 SUPPLY REQUIREMENTS

11.1 The straight line diagram of the cable system with the associated cable types and nominal lengths are shown in Appendix A. NOTE: The marine survey will be completed by September 2016, at which time the COR may revise the cable lengths and armor schedule. Any changes to the cable length or armor schedule by 30 October 2015 shall be at the agreed upon per kilometer price.

11.2 Factory acceptance testing of the SHDAS trunk cable shall be completed no later than 31 March 2016.

11.3 The Contractor shall load all cable and joints onto a fully equipped Government supplied cable ship in no more than 10 days. A loading plan will be provided following contract award.

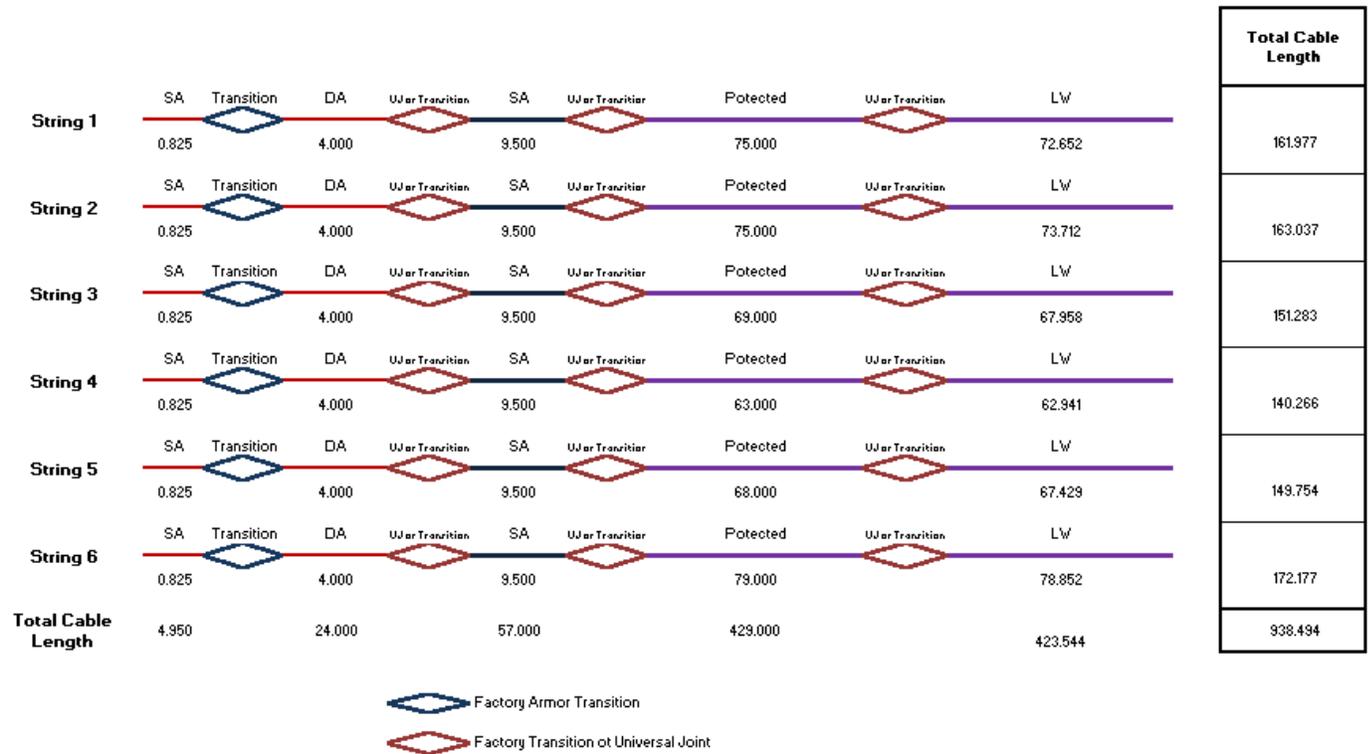
12 CONTRACTING TECHNICAL REPRESENTATIVE (COR)

12.1 A COR shall be identified at contract award.

APPENDIX A - Project Straight-Line-Diagram

Cable Summary (km)			
Type	SLDs	Spare	Total
DA	24,000	4,000	28,000
SA	61,950	15,000	76,950
Potected	429,000	39,000	468,000
LW	423,544	0,000	423,544
Total	938,494	58,000	996,494

Date: 13-Nov-14



INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government

0008	Origin	Government	Origin	Government
0009	Origin	Government	Origin	Government
0010	Origin	Government	Origin	Government
0011	Origin	Government	Origin	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	JUL 2013
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7011	Alternative Line Item Structure	SEP 2011

252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7008	Only One Offer	OCT 2013
252.216-7006	Ordering	MAY 2011
252.225-7000	Buy American--Balance Of Payments Program Certificate-- Basic (Nov 2014)	NOV 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	SEP 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

Factor 1 Technical Specifications: Offerors shall submit the full Technical Specifications for their proposed cable solution. The technical specification shall include:

A comprehensive technical description of the cable.

The cable's Qualification Report, as defined in Section 6.1 of the Telecommunication Standardization Section of the International Telecommunication Union document ITU- TG.976.

Internal qualification documentation for the use of industry-standard stoppers, as discussed in Sections 3.10.

Documentation demonstrating the proposed cable is Universal Joint Consortium qualified.

Offeror's shall submit a timeline identifying all significant events and dates in the in the manufacturing process and testing required for the cable.

Factor 2 Past Performance:

Submit three (3) Past Performance Questionnaire (PPQ). Attachment 1 included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal. Also include performance recognition documents received within the last three (3) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

NOTE: If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment 1), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Carolyn Contreras, via email at carolyn.contreras@navy.mil prior to proposal closing date.

Submission of 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERICAL ITEMS (DEC 2014) ALTERNATE I (OCT 2014)

Factor 3 Price:

Complete a price on Contract Line Items (CLINS) 0001 through 0011.

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

******(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and identified in Factor 2 – Past Performance.

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

******(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

******(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

** (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management

(SAM) database. 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. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, 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 resulting from this solicitation. 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. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**** Addendum to (d) Product samples and (e) Multiple offers. The Government will not accept Product Samples or Multiple offers.**

**** Addendum to (10) Past performance information: The Government will only accept Past Performance Information that is identified in Factor 2 Past Performance.**

**** Addendum to (h) Multiple Award. The Government will only award to a single offeror.**

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

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

Factor 1 Technical Specifications:

The government will evaluate the technical data and information and assess whether the offeror has proposed a product which conforms to the specifications and requirements presented in the statement of work. Such evaluation will result in assignment of either an acceptable or unacceptable rating.

Factor 2 Past Performances:

The Government will evaluate each offeror’s past performance using a two-step process.

First, the Government will evaluate the relevancy of all projects/contracts submitted by the offeror and other information available (Relevancy Assessment). Second, the Government will, considering relevancy and the offeror’s performance on those contracts, assign a Performance Confidence Assessment Rating.

1. Relevancy Assessment. The Government will conduct a relevancy assessment of each project/contract submitted by the offeror to determine how close the work performed under those projects/contracts relates to the work described in this solicitation.

The purpose of assessing relevancy is to take into account the predictive value of past effort toward success on this contract. In addition, past performance as a prime contractor may be more relevant than the past effort performed as a sub-contractor.

2. Overall Performance Confidence Assessment Rating. Taking into account the Relevancy Assessment (Step 1), and the quality of performance on the past projects/contracts, the Government will assign an acceptability rating for this factor based on the scale in the table below.

OVERALL PERFORMANCE CONFIDENCE RATING	
Rating	Description
Acceptable (A)	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown.
Unacceptable (U)	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

NOTE: The Government is not obliged to seek out and consider information other than the information the offeror submits but may at its discretion consider recent and relevant information involving other projects/contracts. This may include information submitted on other procurements, information in the Past Performance Information Retrieval System (PPIRS), information in the Federal Awardee Performance and Integrity Information System (FAPIS), information in the Electronic Subcontract Reporting System (eSRS), interviews with Government customers and commercial clients, and any other information available.

Offerors are required to submit 52.212-3 Offerors Representations and Certifications- Commercial Items (DEC 2014) Alternate I (OCT 2014). The Government **may** evaluate offers policy and procedures of FAR 25- to determine whether the Buy American act applies to this specific procurement and restricts the purchase of supplies that are not domestic end products.

*(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

*** Addendum to (b) Options. The Government does not have options for this procurement.**

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2014)
ALTERNATE I (OCT 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

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

"Forced or indentured child labor" means all work or service-

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

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

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 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 (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 small business concern" means a small business concern—

"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 its stock is owned by one or more women; or

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

"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 stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(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 electronically on the SAM website.

(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 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 (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 on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents 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 to paragraphs (c)(8) and (9): 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) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

(12) 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, 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) Certifications and 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 either to the Equal Opportunity clause of this solicitation, the 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 Subparts 60-1 and 60-2), or

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

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

(f) Buy American--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American--Balance of Payments Program--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

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---	---

(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.)

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
---	---
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---	---

[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 (Jan 2004). 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—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). 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 Act--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; 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, 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. Sec. 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. Sec. 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. Sec. 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 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.

(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)

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2014)

(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) 52.222-50, 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)).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 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.)

X (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).

X (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 (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 (July 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).

x(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 (July 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.

X(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (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 Set-Aside (NOV 2011) (15 U.S.C. 644).

X(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.

X(16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

X (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)).

X(20) 52.219-16, Liquidated Damages—Subcon-tracting 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).

X(22) 52.219-28, Post Award Small Business Program Rerepresentation (July 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 (July 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 (July 2013) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_____ (33) 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.)

_____ (34)(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.)

_____ (35) (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.

_____ (36)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Jun 2014) of 52.223-14.

_____ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

_____ (38)(i) (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.

X (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

_____ (40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

_____ (41) (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.

_____ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (43) 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).

_____ (44) 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).

_____ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X(49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X(53)(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 Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 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).

____ (4) 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).

____ (5) 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).

____ (6) 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).

____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (9) 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) (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 (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) 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)).

(xi) 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.)

(xii) 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)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 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).

(xv) 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.

(xvi) 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.

(End of clause)