**FILL IN CLAUSES**

Certain solicitation clauses have been uploaded with the solicitation, which are to be completed by the Offeror and saved and submitted as File 3. These clauses are contained in this document.

All areas marked as TBD in these clauses are to be filled in by the Offeror. This information shall then be utilized to complete these specific areas prior to contract award.

**B.1 SERVICES TO BE ACQUIRED – Mission Execution and Strategic Analysis (MESA)**

1. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the items of work as specified in the Performance Work Statement (PWS) set forth in Part III, Section J, Attachment A-2 for the period of performance of the contract as specified in Part I, Section F (also referred to as “contract period,” “term of the contract,” or “contract term”), and fulfill the other requirements of the contract including contract reporting set forth in Part III, Section J. It is expected that some performance will be conducted at shared facilities provided by the Contractor.
2. The level of effort specified for the base period is the present level of effort **estimated** for the performance of work set forth in Part III, Section J, Attachment A-2, PWS. However, changes in programmatic requirements may cause a substantial increase or decrease in the number of Direct Productive Labor Hours (DPLH) identified for the Contract Line Item Numbers (CLIN) listed in Part I, Section B. This contract is to be available for the Government to obtain services for the contract period, even if the level of effort therefore and/or the estimated cost as originally specified is insufficient. The estimated level of effort, as may be approved by the Contracting Officer in accordance with this contract, is inclusive of all effort for the prime, subcontractor(s), consultant(s), or other such entities that provide labor under this contract. The estimated DPLH is identified below for each CLIN. The Total Estimated Cost identified below is inclusive of all items (e.g. labor, supplies, materials, subcontracts, etc.).
3. All work under this contract shall be performed under the general guidance and direction of the DOE Contracting Officer’s Representative (COR) and Contracting Officer’s Technical Representative (COTR) whose responsibilities are set forth in the clause Technical Direction in Part I Section H. Such guidance and direction shall not, however, effect any change in the Contract Schedule, PWS, Contract Reporting Requirements, or other provisions of this contract. Such changes shall only be made by the expressed written direction of the Contracting Officer.
4. The PWS set forth in Part III, Section J, Attachment A-2, defines the scope of work that can be completed under any and all of the CLINs listed below.

**Base Period**

**CLIN 1 (Mission Execution)**

The services to be delivered under this CLIN shall support effective and efficient execution of programs and projects at the U.S. Department of Energy’s (DOE) National Energy Technology Laboratory (NETL). A *program* is an organized set of ongoing activities directed toward a common purpose or goal undertaken in support of an assigned mission area. Typically, a program is a group or portfolio of related projects, managed in a coordinated way to accomplish broad goals over some period of time to which individual *projects* contribute. Depending on the Technology Readiness Level (TRL) of a given technology, the associated timeline to develop technology from laboratory scale study to a pilot or full scale demonstration level may range from three to five years upwards to ten to fifteen years. Requirements, governing regulations, internal and external stakeholders, implementation strategies, and many other factors that influence NETL’s mission vary among the research programs, thus affecting the time required for conducting qualified demonstrations. Research program initiatives are national in scope and emphasize partnerships with private industry, academia, state governments, not-for-profits, and other stakeholders to advance the knowledge base and develop technological solutions to national energy and environmental problems.

Activities for this CLIN focus on program initiatives and the project portfolios under the direction of the NETL Office [refer to NETL Organization in Section J.2 Attachment A-1 below] that supports the sponsoring organization. These Offices perform program and project management for sponsoring organizations which include, but are not limited to, the DOE’s Offices of Fossil Energy (FE), Energy Efficiency and Renewable Energy (EERE), and Electricity Delivery and Energy Reliability (OE).

This CLIN supports the following functional areas:

* Program and Project Implementation
* Systems and Databases
* Assessments/Reviews/Evaluations
* Technical Information

Base Period – **Estimated DPLH - [TBD]** Effective date through 36 Months

Total Estimated Cost $[TBD]

Maximum Award Fee Pool $[TBD]

Total Estimated Cost Plus Maximum Award Fee $[TBD]

**CLIN 2 (Strategic Analysis)**

This CLIN supports the management and execution of analyses to include an interdisciplinary personnel mix having technical expertise in scientific, engineering, economic, business, and policy disciplines needed for in-depth understanding and analysis of the energy-economic system of the United States, conventional and advanced energy technologies, and energy-related regulatory, legislative, and policy issues. The funding for the activities under this CLIN would come from various sources, such as, but not limited to, the DOE offices of FE, OE, and EERE. Additional funding may come from non-DOE sources.

This CLIN supports the following functional areas:

* Process and Cost Engineering
* Financial Analysis
* Life Cycle Analysis
* Economic, Market, and Regulatory Analysis
* Technology Deployment and Program Benefit Analysis
* Energy Infrastructure Analysis
* Subsurface Analysis

Base Period – **Estimated DPLH - [TBD]** Effective date through 36 Months

Total Estimated Cost $[TBD]

Maximum Award Fee Pool $[TBD]

Total Estimated Cost Plus Maximum Award Fee $[TBD]

**CLIN 3: TRANSITION**

The Contractor shall perform all transition activities to begin performance of MESA, consistent with this contract. Transition activities are defined as any effort that is necessary to transition the work from the incumbent Contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor; and (3) allows the Contractor to perform the work in an efficient, effective, and safe manner. Specific transition activities will be identified; however, anticipated transition activities include, but are not limited to staffing, relocating, orienting, and training Key Personnel and other than Key Personnel, inventorying and assuming responsibility of Government Furnished Property (GFP), etc.

Base Period – **Estimated DPLH - [TBD]** Effective date through 3 Months

Expenses under this CLIN will be reimbursed for cost of $TBD, with no fee.

**Option Period (if applicable)**

**CLIN 1 (Mission Execution)**

The services to be delivered under this CLIN shall support effective and efficient execution of programs and projects at the U.S. Department of Energy’s (DOE) National Energy Technology Laboratory (NETL). A *program* is an organized set of ongoing activities directed toward a common purpose or goal undertaken in support of an assigned mission area. Typically, a program is a group or portfolio of related projects, managed in a coordinated way to accomplish broad goals over some period of time to which individual *projects* contribute. Depending on the Technology Readiness Level (TRL) of a given technology, the associated timeline to develop technology from laboratory scale study to a pilot or full scale demonstration level may range from three to five years upwards to ten to fifteen years. Requirements, governing regulations, internal and external stakeholders, implementation strategies, and many other factors that influence NETL’s mission vary among the research programs, thus affecting the time required for conducting qualified demonstrations. Research program initiatives are national in scope and emphasize partnerships with private industry, academia, state governments, not-for-profits, and other stakeholders to advance the knowledge base and develop technological solutions to national energy and environmental problems.

Activities for this CLIN focus on program initiatives and the project portfolios under the direction of the NETL Office [refer to NETL Organization in Section J.2 Attachment A-1 below] that supports the sponsoring organization. These Offices perform program and project management for sponsoring organizations which include, but are not limited to, the DOE’s Offices of Fossil Energy (FE), Energy Efficiency and Renewable Energy (EERE), and Electricity Delivery and Energy Reliability (OE).

This CLIN supports the following functional areas:

* Program and Project Implementation
* Systems and Databases
* Assessments/Reviews/Evaluations
* Technical Information

Option Period – **Estimated DPLH - [TBD]** If exercised, for 24 months

Total Estimated Cost $[TBD]

Maximum Award Fee Pool $[TBD]

Total Estimated Cost Plus Maximum Award Fee $[TBD]

**CLIN 2 (Strategic Analysis)**

This CLIN supports the management and execution of analyses to include an interdisciplinary personnel mix having technical expertise in scientific, engineering, economic, business, and policy disciplines needed for in-depth understanding and analysis of the energy-economic system of the United States, conventional and advanced energy technologies, and energy-related regulatory, legislative, and policy issues. The funding for the activities under this CLIN would come from various sources, such as, but not limited to, the DOE offices of FE, OE, and EERE. Additional funding may come from non-DOE sources.

This CLIN supports the following functional areas:

* Process and Cost Engineering
* Financial Analysis
* Life Cycle Analysis
* Economic, Market, and Regulatory Analysis
* Technology Deployment and Program Benefit Analysis
* Energy Infrastructure Analysis
* Subsurface Analysis

Option Period – **Estimated DPLH - [TBD]** If exercised, for 24 months

Total Estimated Cost $[TBD]

Maximum Award Fee Pool $[TBD]

Total Estimated Cost Plus Maximum Award Fee $[TBD]

**H.31 DOE-H-1034 OBLIGATIONS AS TO PROTECTED ENERGY POLICY ACT (EPACT) INFORMATION (FEB 2003)**

(a) The provisions of the Energy Policy Act of 1992, P.L. 102-486 (42 U.S.C. §13541(d)) require the protection from public disclosure, for a period of up to five years from development, of information resulting from the award or performance of this contract that would be trade secret or privileged or confidential commercial or financial information if the information that is privileged or confidential had been obtained from a non-Federal party for a period of up to 5 years after the submittal of the information. This protection from public disclosure includes exemption from disclosure pursuant to 5 U.S.C. § 552(b) (The Freedom of Information Act).

(b) The cover page of any document subject to and protectable under the provisions of P.L. 102-486 (42 U.S.C. §13541(d)), shall be marked with the following legend:

PROTECTED EPACT INFORMATION

THIS DOCUMENT CONTAINS PROTECTED INFORMATION WHICH WAS SUBMITTED ON [*insert date*] UNDER AGREEMENT NO. DE-[*insert award number*] AND IS NOT TO BE FURTHER DISCLOSED FOR A PERIOD OF UP TO 5 YEARS AFTER DEVELOPMENT OF THE INFORMATION EXCEPT AS EXPRESSLY PROVIDED FOR IN THE SUBJECT AWARD.

In addition, the Recipient will mark each page of the document with the words "PROTECTED EPACT INFORMATION."

(c) The Government agrees not to further disclose such protected information for a period of up to 5 years from the date it was submitted, except (1) to be provided to other DOE facilities with the same protection in place, (2) as necessary to perform this agreement or (3) as otherwise mutually agreed to in advance.

(d) The obligations in (c) above shall end when any such protected information becomes publicly known without fault of the Government, comes into the Government's possession without breach by the Government of its obligations or is independently developed by someone who did not have access to the Protected Agreement Information.

(e) Not withstanding any other provision of this contract, the following technical data first produced under this contract as a minimum, shall be delivered to the DOE with unlimited rights:

TBD

**H.40 DOE-H-1061 KEY PERSONNEL (JULY 2011)**

(a) Introduction.

Key Personnel are considered essential to the success of all work being performed under this contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, "DEAR 952.215-70 Key Personnel," for the Key Personnel Team, requirements for changes to Key Personnel, reductions in available fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) Key Personnel Team Requirements.

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, "DEAR 952.215-70, Key Personnel," Key Person(s) are considered managerial personnel.

(c) Definitions.

For the purposes of this Clause, Changes to Key Personnel is defined as: (i) any change to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the Contract.

(d) Contract Award Fee Reductions for Changes to Key Personnel

1. Notwithstanding approval by the Contracting Officer, anytime the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason after being placed in the position, the total Available Award Fee Pool (sum of all individual CLIN award fee pools), may be reduced, for the fee period in which the change occurs, by $200,000 for each and every occurrence of a change to the Program Manager.
2. Notwithstanding approval by the Contracting Officer, anytime a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason after being placed in the position, the total Available Award Fee Pool (sum of all individual CLIN award fee pools), may be reduced, for the fee period in which the change occurs, by $50,000 for each and every occurrence of a change to the Key Person.
3. The Contractor may request, in writing, that the Contracting Officer consider waiving all or part of a reduction in the available award fee pool. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in the available award fee pool.
4. Key Personnel for this Contract

The Key Personnel that have been approved for this contract are identified below. Any changes to these personnel require prior DOE Contracting Officer’s written approval.

Name Position/Title

[TBD] Program Manager

[TBD] Business Manager

[TBD] [TBD]

Prior to diverting any of the specified individuals, the Contractor shall notify the Contracting Officer not less than thirty (30) calendar days prior to the diversion or substitution of key personnel and shall submit a written justification (including qualifications of proposed substitutions) to permit evaluation. The proposed changes will be approved in writing at the sole discretion of the Contracting Officer.

**H.44 LIMITATION OF INDIRECT COST**

Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any site specific on-site, off-site, and G&A indirect costs in excess of the indirect expense dollars derived for each of the Contractor’s fiscal years by the application of the following individual indirect cost ceiling rates to the appropriate base outlined below. The indirect cost ceiling rates are based on a [TBD - *percentage of overall rate or percentage of growth for individual or groups of cost elements*] basis. All indirect costs in excess of said limit(s) shall be borne by the Contractor.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Percentage of Overall Rate  Entity[TBD] | | Indirect Cost Ceiling Rate(s) per Contractor’s Fiscal Year (1) | | | | | |
| Indirect Cost | Base of Application | | FY[TBD] | FY[TBD] | FY[TBD] | FY[TBD] | FY[TBD] |
| NETL Site Specific On-Site Overhead | $[TBD] | | [TBD]% | [TBD]% | [TBD]% | [TBD]% | [TBD]% |
| Off-Site Overhead (Contractor’s site) | $[TBD] | | [TBD]% | [TBD]% | [TBD]% | [TBD]% | [TBD]% |
| G&A | $[TBD] | | [TBD]% | [TBD]% | [TBD]% | [TBD]% | [TBD]% |

*(1) For Contractor’s FY beginning [TBD] and ending [TBD].*

Or

B) Percentage of Growth for Individual or Group of Cost Elements

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | | Entity[TBD] | Indirect Cost Ceiling Rate(s) per Contractor’s Fiscal Year (1) | | | | |
| Indirect Cost | Cost Element | | FY[TBD ] | FY[TBD] | FY[TBD] | FY[TBD] | FY[TBD] | |
| NETL Site Specific On-Site Overhead | [TBD] | | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | |
| Off-Site Overhead (Contractor’s site) | [TBD] | | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | |
| G&A | [TBD] | | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | [TBD]% of growth allowed | |

*(1) For Contractor’s FY beginning [TBD] and ending [TBD].*

The indirect cost limitations set forth above include provisions for all known increases that will take place during the term of this contract resulting from statute, court decisions and/or written ruling or regulation by the Internal Revenue Service (IRS) or any other taxing authority. However, in the event that during the term of this contract, any other statute, court decision and/or written ruling or regulation affects the Contractor’s indirect costs, the indirect cost limitations will be adjusted to the extent the Contracting Officer determines the increase or decrease, if any, said statute, court decision and/or ruling or regulation impacts the Contractor’s indirect costs.

This clause shall be flowed down to all subcontracts issued under a cost reimbursement basis. The indirect rate ceilings contained in this clause shall be negotiated prior to the placement of any cost-reimbursement subcontracts not previously authorized in Part I, Section, H, “Prior Approval Requirements for Placement of Subcontracts and/or Consultants.” The prime contractor is responsible for negotiating the indirect rate ceilings and ensuring a copy is contained in the subcontract approval package submitted to the Government. However, if the subcontractor is concerned with the prime contractor having access to company proprietary information, with permission from the prime contractor, the required information can be submitted directly to the Government for negotiation. In this instance, the prime contractor will forward an e-mail to the Contract Specialist stating their intention/agreement for the Government to negotiate the indirect rate ceilings. Upon completion, the Government will maintain the agreed upon rate ceilings and provide the prime contractor with a written notification that negotiations with the subcontractor have been completed.

**H.46 INCORPORATION OF CONTRACTOR’S VALUE ADDED APPROACHES OR METHODOLOGIES AND CONTRACTOR’S RESOURCES AND COMITTMENTS**

* + 1. As part of its proposal, the Contractor offered certain approaches or methodologies that are of significant benefit to NETL. The following list of approaches or methodologies have been proposed by the Contractor and accepted by the Government:

[TBD]

* + 1. As part of its proposal, the Contractor offered certain resources and commitments at no cost to the Government to support mission specific activities of significant benefit to NETL. The following list of resources and commitments have been proposed by the Contractor and accepted by the Government:

[TBD]

* + - 1. The Contractor shall provide to the Contracting Officer an annual report of accomplishments against the commitments specified above at the end of each Government fiscal year. The Contractor agrees that such reports may be made available to the public. The Contractor shall make available to DOE data that will validate the accomplishments of these commitments. A final report documenting and certifying the total commitments provided by the Contractor to NETL shall be submitted to NETL thirty (30) days prior to the end of the contract period. The annual reports and final report shall constitute deliverables under this contract.
      2. The costs associated with the Contractor’s efforts in achieving its commitment under this clause are not allowable as direct or indirect charges against this contract or any other government contract or agreement.
    1. In the event it is determined by NETL, that the Contractor failed to achieve its commitment on an annual basis, NETL shall notify the Contractor in writing and the Fee Determination Official may elect to reduce the fee for the final fee period of that particular year. If the Government must acquire a contractor committed resource at its own expense, the Contractor shall also be liable to the Government for the cost of the resource plus the Government’s cost of acquiring the resource.

# I.85 952.226-72 ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)

1. Definition. Energy Policy Act target groups, as used in this provision means—
   * + - 1. An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent—
2. Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or
3. Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;
   * + - 1. Institutions of higher learning determined to be Historically Black Colleges and Universities by the Secretary of education pursuant to 34 CFR 608.2; and
         2. Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.
4. Goals. The Contractor, in performance of this contract, agrees to provide its best efforts to award subcontracts to the following classes of entities—
   * + - 1. Small business concerns controlled by socially and economically disadvantaged individuals or by women: [TBD] percent;
         2. Historically Black colleges and universities: [TBD] percent; and
         3. Colleges or universities having a student body in which more than 20 percent of the students are Hispanic Americans or Native Americans: [TBD] percent. [These goals are stated in a percentage reflecting the relationship of estimated award value of subcontracts to the value of this contract and appear elsewhere in this contract.]
5. Reporting Requirements.
   * + 1. The Contractor agrees to report, on an annual Federal Government fiscal year basis, its progress against the goals by providing the actual annual dollar value of subcontract payments for the preceding 12-month period, and the relationship of those payments to the incurred contract costs for the same period. Reports submitted pursuant to this clause must be received by the Contracting Officer (or designee) not later than 45 days after the end of the reporting period.
       2. If the contract includes reporting requirements under FAR 52.219-9, Small Business Subcontracting Plan, the Contractor's progress against the goals stated in paragraph (b) of this clause shall be included as an addendum to Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, as applicable, for the period that corresponds to the end of the Federal Government fiscal year.

**I.93 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages [TBD], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated [TBD], upon which this contract is based.

## **K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is $35.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at FAR [52.204-7](https://acquisition.gov/far/current/html/52_200_206.html#wp1137850), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at FAR [52.204-7](https://acquisition.gov/far/current/html/52_200_206.html#wp1137850) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[  ] (i) Paragraph (d) applies.

[  ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) FAR [52.203-2](https://acquisition.gov/far/current/html/52_200_206.html#wp1137583), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](https://acquisition.gov/far/current/html/FARTOCP13.html#wp271421);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) FAR [52.203-11](https://acquisition.gov/far/current/html/52_200_206.html#wp1137684), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) FAR [52.204-3](https://acquisition.gov/far/current/html/52_200_206.html#wp1137777), Taxpayer Identification. This provision applies to solicitations that do not include the provision at FAR [52.204-7](https://acquisition.gov/far/current/html/52_200_206.html#wp1137850), System for Award Management.

(iv) FAR [52.204-5](https://acquisition.gov/far/current/html/52_200_206.html#wp1149919), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) FAR [52.209-2](https://acquisition.gov/far/current/html/52_207_211.html#wp1144766), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) FAR [52.209-5](https://acquisition.gov/far/current/html/52_207_211.html#wp1144909), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) FAR [52.214-14](https://acquisition.gov/far/current/html/52_214.html#wp1129381), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) FAR [52.215-6](https://acquisition.gov/far/current/html/52_215.html#wp1144523), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) FAR [52.219-1](https://acquisition.gov/far/current/html/52_217_221.html#wp1135900), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) FAR [52.219-2](https://acquisition.gov/far/current/html/52_217_221.html#wp1135943), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) FAR [52.222-22](https://acquisition.gov/far/current/html/52_222.html#wp1147663), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at FAR [52.222-26](https://acquisition.gov/far/current/html/52_222.html#wp1147711), Equal Opportunity.

(xii) FAR [52.222-25](https://acquisition.gov/far/current/html/52_222.html#wp1147704), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at FAR [52.222-26](https://acquisition.gov/far/current/html/52_222.html#wp1147711), Equal Opportunity.

(xiii) FAR [52.222-38](https://acquisition.gov/far/current/html/52_222.html#wp1148142), Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) FAR [52.223-1](https://acquisition.gov/far/current/html/52_223_226.html#wp1168785), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at FAR [52.223-2](https://acquisition.gov/far/current/html/52_223_226.html#wp1168786), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) FAR [52.223-4](https://acquisition.gov/far/current/html/52_223_226.html#wp1168826), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) FAR [52.225-2](https://acquisition.gov/far/current/html/52_223_226.html#wp1169013), Buy American Act Certificate. This provision applies to solicitations containing the clause at FAR [52.225-1](https://acquisition.gov/far/current/html/52_223_226.html#wp1168995).

(xvii) FAR [52.225-4](https://acquisition.gov/far/current/html/52_223_226.html#wp1169071), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at FAR [52.225-3](https://acquisition.gov/far/current/html/52_223_226.html#wp1169038).

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) FAR [52.225-6](https://acquisition.gov/far/current/html/52_223_226.html#wp1169193), Trade Agreements Certificate. This provision applies to solicitations containing the clause at FAR [52.225-5](https://acquisition.gov/far/current/html/52_223_226.html#wp1169151).

(xix) FAR [52.225-20](https://acquisition.gov/far/current/html/52_223_226.html#wp1181379), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) FAR [52.225-25](https://acquisition.gov/far/current/html/52_223_226.html#wp1188714), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) FAR [52.226-2](https://acquisition.gov/far/current/html/52_223_226.html#wp1169667), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at FAR [52.219-23](https://acquisition.gov/far/current/html/52_217_221.html#wp1136333), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_ (i) FAR [52.219-22](https://acquisition.gov/far/current/html/52_217_221.html#wp1143559), Small Disadvantaged Business Status.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

\_\_ (ii) FAR [52.222-18](https://acquisition.gov/far/current/html/52_222.html#wp1160855), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_ (iii) FAR [52.222-48](https://acquisition.gov/far/current/html/52_222.html#wp1152427), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_ (iv) FAR [52.222-52](https://acquisition.gov/far/current/html/52_222.html#wp1155404), Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

\_\_ (v) FAR [52.223-9](https://acquisition.gov/far/current/html/52_223_226.html#wp1168892), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_ (vi) FAR [52.227-6](https://acquisition.gov/far/current/html/52_227.html#wp1139116), Royalty Information.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

\_\_ (vii) FAR [52.227-15](https://acquisition.gov/far/current/html/52_227.html#wp1145584), Representation of Limited Rights Data and Restricted Computer Software.

(d) 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 the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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](https://acquisition.gov/far/current/html/Subpart%204_12.html#wp1073667)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

|  |
| --- |
| FAR Clause #            Title            Date      Change |
| \_\_\_\_\_\_\_\_\_\_\_\_        \_\_\_\_\_\_\_\_\_       \_\_\_\_\_      \_\_\_\_\_\_\_ |

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 SAM.