

BK.001 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (NOV 2005)
[For use in solicitations when a fixed-price contract or fixed-price contract with economic price adjustment is contemplated, including solicitations issued below the simplified acquisition threshold or for CI under \$250,000. When using two-step sealed bidding, the contracting officer will request the certificate in step II.]

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

BK.002 TAXPAYER IDENTIFICATION (NOV 2005) [For use in all requests for proposal (RFP) and invitations for bid (IFB) issued using the simplified acquisition procedures, to include two-step sealed bidding.]

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS.

(c) The TIN may be used by the NAFI to collect and report on any delinquent amounts arising out of the offeror's relationship with the NAFI (31 U.S.C. 7701(c)(3)).

(d) *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 NAFI;

___ Offeror is an agency or instrumentality of the Federal NAFI.

(e) *Type of organization.*

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

- ___ Corporate entity (tax-exempt);
- ___ NAFI entity (Federal, State, or local);
- ___ Foreign NAFI;
- ___ International organization;
- ___ Other _____.

(f) *Common parent.*

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

BK.003 ECONOMIC PURCHASE QUANTITY-SUPPLIES (NOV 2004) [For use in solicitations for supplies. The provision need not be inserted if the solicitation is for a contract under the General Services Administration's multiple award schedule contract program, or if the contracting officer determines that (a) the NAFI already has the data, (b) the data is otherwise readily available, or (c) it is impracticable for the NAFI to vary its future requirements.]

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the NAFI.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the NAFI in developing a database for future acquisitions of these items. However, the NAFI reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the NAFI's requirements indicate that different quantities should be acquired.

(End of provision)

BK.004 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (NOV 2004) [For use in solicitations where the contract value is expected to exceed the simplified acquisition threshold.]

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are _____ * are not _____ * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ * have not _____ *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * _____ are not _____ * presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has _____ * has not _____ *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not

necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.

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

(End of provision)

BK.005 PLACE OF PERFORMANCE-SEALED BIDDING (NOV 2004) [For use in invitations for bids except those in which the place of performance is specified by the NAFL.]

(a) The bidder, in the performance of any contract resulting from this solicitation, _____ * intends, _____ * does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____
_____	_____

(End of provision)

BK.006 MINIMUM BID ACCEPTANCE PERIOD (NOV 2004) [For use in invitations for bids, except for construction, if the contracting officer determines that a minimum acceptance period must be specified.]

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the NAFI for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The NAFI requires a minimum acceptance period of [] calendar days (Contracting Officer insert number of days).

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the NAFI's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the NAFI's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within-

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

BK.007 PLACE OF PERFORMANCE (NOV 2004) [For use in solicitations unless the place of performance is specified by the NAFI.]

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____ * intends, _____ * does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

(End of provision)

BK.008 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (NOV 2004) [For use in solicitations and contracts when the contract will include the clause Equal Opportunity.]

The offeror represents that-

(a) It * _____ has, * _____ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It * _____ has, * _____ has not filed all required compliance reports, If not, explain _____; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

BK.009 AFFIRMATIVE ACTION COMPLIANCE (NOV 2004) [For use in solicitations and contracts, other than those for construction, when the contract will include the clause Equal Opportunity.]

The offeror represents that-

(a) It * _____ has developed and has on file, * _____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), If not, explain _____; or

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

(End of provision)

BK.010 BUY AMERICAN ACT CERTIFICATE (MAY 2011) [For use in solicitations when using the clause Buy American Act- Supplies.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) 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 Act—Supplies.”

(b) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The NAFI will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

BK.011 BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT CERTIFICATE (May 2011) [For use in solicitations containing the clause Buy American Act- Free Trade Agreements-Israeli Trade Act. Use the provision with its Alternate I when the acquisition value exceeds \$25,000, but is less than \$50,000. Use the provision with its Alternate II when the acquisition value exceeds \$50,000 or more, but is less than \$70,079.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) 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, 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 Act–Free Trade Agreements–Israeli Trade Act.”

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products or Israeli end products (other than Bahrainian, Moroccan, Omani, 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, Moroccan, Omani, or Peruvian End Products) or Israeli End Products

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *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]

(d) The NAFI will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation except NAFI is not subject to the guidelines pertaining to small business programs and set asides as described in FAR Part 19.

(End of provision)

BK.011 BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT CERTIFICATE (MAY 2011) - Alternate I [When the acquisition value exceeds \$25,000, but is less than \$50,000, substitute the following paragraph (b) for paragraph (b) of the basic provision.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) 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, 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 Act–Free Trade Agreements–Israeli Trade Act.”

(b) 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]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled “Buy American Act–Free Trade Agreements–Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *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
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_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(d) The NAFI will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation except NAFI is not subject to the guidelines pertaining to small business programs and set asides as described in FAR Part 19.

(End of provision)

BK.011 BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT CERTIFICATE (MAY 2011) - Alternate II [When the acquisition value exceeds \$50,000, but is less than \$70,079, substitute the following paragraph (b) for paragraph (b) of the basic provision.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) 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, 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 Act–Free Trade Agreements–Israeli Trade Act.”

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

Canadian or Israeli End Products

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled “Buy American Act–Free Trade Agreements–Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *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]

(d) The NAFI will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation except NAFI is not subject to the guidelines pertaining to small business programs and set asides as described in FAR Part 19.

(End of provision)

BK.012 TRADE AGREEMENTS CERTIFICATE (MAY 2011) [For use in solicitations when using the clause Trade Agreements (BL053).]

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

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

Other End Products

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The NAFI will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation except NAFI is not subject to the guidelines pertaining to small business programs and set asides as described in FAR Part 19. For line items subject to the World Trade Organization Government Procurement Agreement (WTO GPA), the NAFI will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The NAFI 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 this solicitation.

(End of provision)

BK.013 ROYALTY INFORMATION (NOV 2004) [For use in any solicitation that may result in a negotiated contract for which royalty information is desired.]

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

BK.013 ROYALTY INFORMATION (NOV 2004) - Alternate I [Use the provision and its Alternate I when the solicitation is for communication services and facilities by a common carrier. Substitute the following for the introductory portion of paragraph (a) of the basic clause.]

(a) Cost or charges for royalties. When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

BK.014 PATENTS-NOTICE OF NAFI LICENSE (NOV 2004) [For use if the NAFI is obligated to pay a royalty on a patent involved in the prospective contract.]

The NAFI is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the NAFI and the patent owner. The patent number is [Contracting Officer fill in], and the royalty rate is [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

_____ * Owner _____ * Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

(End of provision)

BK.015 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT-CERTIFICATION (FEB 2011) [For use in solicitations that- (i) Include the clause at BI.041, Service Contract Act of 1965; and (ii) where the contract may be exempt from the Service Contract Act in accordance with FAR 22.1003-4(c).]

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror _____ * does _____ * does not certify that-

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

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the

offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

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

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act-

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at BI.041-01, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at BI.041-01, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

BK.016 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES-CERTIFICATION (FEB 2011) [For use in solicitations that- (i) Include the clause at BI.041, Service Contract Act of 1965; and (ii) where the contract may be exempt from the Service Contract Act in accordance with FAR 22.1003-4(d).]

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror _____ * does _____ * does not certify that-

(1) 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;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) 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

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act-

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at BI.041-02, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at BI.041-02, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

BK.017 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2010) [For use in solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.]

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing the clause Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of provision)