

# Matrices – FAR PARTS – CAR Clauses

(Revised April 2016)

## Clause/Provision Matrices – Simplified Acquisitions Process

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## Reference FAR Clauses and Provisions

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## CLAUSE/ PROVISION MATRICES SIMPLIFIED ACQUISITIONS PROCESS

Attached are clause matrices that should be used as a guide in preparing Request for Quotes and Awards that are issued following simplified acquisitions procedures. These matrices should be used in conjunction with the Federal Acquisition Regulations (FAR) and the FAR Matrix that includes the prescription for use of all FAR clauses and provisions

Full Text (**FT**) – Clause must be included in full text

By Reference (**BR**) – Clause or provision should be incorporated by reference

Fill-In – Clause or provision has fill-in, which requires Contract Specialist to enter the appropriate information.

Clauses/Provisions in Bold Print are **required** all others are optional or may be “required”.

These matrices should be updated periodically as FAC’s are issued or omissions/errors are discovered.

See FAR clause FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Order-Commercial Items at the end of this matrices and use the clause appropriately based on the dollar value of the transaction.

**Micro-purchase (Government Purchase Card not used)**

Less than \$3,500 for supplies or \$2,500 for services

Insert the following **clauses** in awards as appropriate:

<b>52.212 -4</b>	<b>Contract Terms and Conditions – Commercial Items (BR)</b>
<b>52.212-5</b>	<b>Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (FT) <i>fill-in</i></b>
<b>52.252-2</b>	<b>Clauses Incorporated By Reference (FT) <i>fill-in</i></b>
<b>52.252-6</b>	<b>Authorized Deviations in Clauses (FT)</b>
<b>52.247-34</b>	<b>F.O.B. Destination (if applicable) (BR)</b>
<b>52.247-29</b>	<b>F.O.B. Origin (if applicable) (BR)</b>
<b>52.203-99</b>	<b>Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2015-02) (FT)</b>
<b>CAR 1352.201-70</b>	<b>Contracting Officer’s Authority (BR)</b>
<b>CAR 1352.209-73</b>	<b>Compliance with the Laws (BR)</b>
<b>CAR 1352.209-74</b>	<b>Organizational Conflict of Interest (BR)</b>

**Supply - Open Market Commercial**

Greater than \$3,500 less than or equal to \$150,000

Insert the following **clauses** in the solicitation and award as appropriate:

- 52.211-6 Brand Name or Equal (BR)
- 52.211-8 Time of Delivery (FT) *fill-in*  
*Use Alt I when delivery is based on specific calendar dates or periods based on an assumed date of award*  
*Use Alt II when delivery is based on specific calendar dates or periods based on date contractor receives notice of award*  
*Use Alt III when delivery is based on specific calendar dates or periods based on date contractor receives notice to proceed*
- 52.211-9 Desired and Required Time of Delivery (FT) *fill-in*  
*Use Alt I when delivery is based on specific calendar dates or periods based on an assumed date of award*  
*Use Alt II when delivery is based on specific calendar dates or periods based on date contractor receives notice of award*  
*Use Alt III when delivery is based on specific calendar dates or periods based on date contractor receives notice to proceed*
- 52.212 -4 Contract Terms and Conditions – Commercial Items (BR)**
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (FT) *fill-in***
- 52.217-6 Option for Increased Quantity (FT) *fill-in*  
*Use when the option quantity is expressed as a percentage of the basic quantity or as an additional quantity of a specific line item. Should be tailored appropriately for the requirement.*
- 52.217-7 Option for Increased Quantity –Separately Priced Line Item (FT) *fill-in*  
*Use when the option quantity is a separately priced line item having the same nomenclature as a corresponding basic contract line item*
- 52.223-11 Ozone Depleting Substances (FT)
- 52.223-12 Refrigeration Equipment and Air Conditioners (BR)
- 52.232-18 Availability of Funds (BR)  
*Use when the contract will be chargeable to funds of the new FY and the contract action is initiated before the funds are available*
- 52.232-40 Providing Accelerated Payments to Small Business Contractors (BR)**
- 52.247-34 F.O.B. Destination (BR)
- 52.247-29 F.O.B. Origin (BR)
- 52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2015-02) (FT)**
- 52.252-2 Clauses Incorporated By Reference (FT) *fill-in***
- 52.252-6 Authorized Deviations in Clauses (FT)**
- CAR 1352.201-70 Contracting Officer’s Authority (BR)**
- CAR 1352.209-73 Compliance with the Laws (BR)**
- CAR 1352.209-74 Organizational Conflict of Interest (BR)**
- CAR 1352.239-70 Software License Addendum (FT)
- CAR 1352.246-70 Place of Acceptance (FT)

**Supply - Open Market Commercial** (continued)  
Greater than \$3,500 less than or equal to \$150,000

CAR 1352.270-70      Period of Performance (FT)

Insert the following **provisions** in the solicitation if applicable:

- 52.209-11      Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FT)**
- 52.211-6      Brand Name or Equal (BR)  
*Request for Quote must specify salient characteristics  
Quotes must include Manufacturers Name; Brand; Model and Part Number (SEE NAHD Chapter 11.1)*
- 52.212-1      Instructions to Offerors – Commercial Items (BR)**  
*Should be tailored to fit the requirement*
- 52.212-3      Offeror Representations and Certifications (FT)**
- 52.212-2      Evaluation of Offerors-Commercial Items (BR) *fill-in*  
*If used, tailor to fit the requirement*  
*NOTE: Use if not including CAR 1352.213-70.*
- 52.252-1      Solicitation Provisions Incorporated by Reference (FT)**
- 52.252-2      Clauses Incorporated By Reference (FT) *fill-in***
- 52.252-5      Authorized Deviations in Provisions (FT)**
- 52.203-98      Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation (Deviation 2015-02) (FT)**
- CAR 1352.233-70      Agency Protests (FT)**
- CAR 1352.233-71      GAO and Court of Federal Claims Protests (BR)**
- CAR 1352.213-70      Evaluation Utilizing Simplified Acquisition Procedures (FT)  
*(Use in competitive best value acquisitions only modified to fit the requirement. If not best value, modify eliminating reference to best value and state criteria (normally, price, delivery, and past performance) NOTE: Use if not including FAR 52.212-2.*

**Service - Open Market Commercial**

Greater than \$2,500 but less than or equal to \$150,000

Insert the following **clauses** in the solicitation and award as appropriate:

- 52.204-9 Personal Identity Verification of Contractor Personnel (BR)  
*Use when contract performance requires the Contractor to have physical access to a Federally-controlled facility or a Federal information system.*
- 52.208-9 Contractor Use of Mandatory Sources of Supply or Services (BR)
- 52.212-4 Contract Terms and Conditions -Commercial Items (BR)**
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (FT) fill-in**
- 52.217-8 Option to Extend Services (FT) *fill-in*  
*This allows for a one-time extension of up to six months.*
- 52.217-9 Option to Extend the Term of the Contract (FT) *fill-in*  
*Use this only when it is necessary for the Government to issue a notice of intent to exercise the option; the contract will contain a stipulation that an extension for the contract includes an extension of the option and/or a specified limit on the total duration of the contract.*
- 52.223-2 Affirmative Procurement of Bio-based Products Under Service and Construction Contracts (BR)
- 52.223-3 Hazardous Material Identification and Material Safety Data (BR)
- 52.223-5 Pollution Prevention and Right-To-Know Information (BR)
- 52.223-10 Waste Reduction Program (BR)
- 52.223-11 Ozone Depleting Substances (FT)
- 52.223-12 Refrigeration Equipment and Air Conditioners (BR)
- 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (BR)
- 52.232-18 Availability of Funds (BR)  
*Use when the contract will be chargeable to funds of the new FY and the contract action is initiated before the funds are available*
- 52.232-40 Providing Accelerated Payments to Small Business Contractors (BR)**
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (BR)  
*Use when services are performed on a Government installation (other than construction)*
- 52.247.29 F.O.B. Origin (if deliverables are applicable)(BR)
- 52.247-34 F.O.B. Destination (if deliverables are applicable) (BR)
- 52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2015-02) (FT)**
- 52.252-2 Clauses Incorporated By Reference (FT) fill-in**

**Service - Open Market Commercial (continued)**  
Greater than \$2,500 but less than or equal to \$150,000

<b>52.252-6</b>	<b>Authorized Deviations in Clauses (FT)</b>
<b>CAR 1352.201-70</b>	<b>Contracting Officer's Authority (BR)</b>
<b>CAR 1352.209-73</b>	<b>Compliance with the Laws (BR)</b>
<b>CAR 1352.209-74</b>	<b>Organizational Conflict of Interest (BR)</b>
CAR 1352.228-70	Insurance Coverage (FT)
CAR 1352.228-72	Deductibles under required insurance coverage – fixed price (BR)
CAR 1352.246-70	Place of Acceptance (FT)
CAR 1352.270-70	Period of Performance (FT)
See end of Matrix	HSPD-12 Homeland Security Presidential Directive (12) (FT) <i>(If contractor has physical access to Federal premises for more than 180 days)</i>
CAR 1352.237-70	Security Processing Requirements - High or Moderate Risk Contracts) (BR) <i>Use when services are classified as high or moderate risk and are performed on a DOC facility or have access to DOC IT system</i>
CAR 1352.237-71	Security Processing Requirements - Low Risk Contracts (BR) <i>Use when services are classified as low risk and are performed on a DOC facility or have access to DOC IT system</i>
CAR1352.237-72	Security Processing Requirements – National Security Contracts (BR) <i>Use in service contracts that involve National Security</i>
CAR1352.237-73	Foreign National Visitor and Guest Access to Departmental Resources (BR) <i>Use in service contracts that involve Foreign Nationals</i>
CAR1352.237-75	Key Personnel (FT) <i>Used when contract performance requires identification of contractor personnel</i>
CAR 1352.239-72	Security Requirements for Information Technology Resources (BR)
1330-52.203-70	Scientific Integrity and Research Misconduct (FT); See end of Matrix
1330-52237-70	Contractor Communications (FT); See end of Matrix

Insert the following **provisions** in the solicitation as appropriate:

<b>52.209-11</b>	<b>Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FT)</b>
<b>52.212-1</b>	<b>Instructions to Offerors – Commercial Items (BR)</b> <i>May be tailored to fit the requirement</i>
<b>52.212-3</b>	<b>Offeror Representations and Certifications – Commercial Items (FT)</b>
52.212-2	Evaluation - Commercial Items (BR) <i>fill-in</i> <i>If used, tailor to fit the requirement</i> <b><i>NOTE: Use if not including CAR 1352.213-70.</i></b>

**Service - Open Market Commercial (continued)**

Greater than \$2,500 but less than or equal to \$150,000

- 52.223-1 Bio-Based Product Certification (BR)  
*Add if 52.223-2 is used.*
- 52.237-1 Site Visit (BR)
- 52.252-1 Solicitation Provisions Incorporated by Reference (FT)**
- 52.252-5 Authorized Deviations in Provisions (FT)**
- 52.203-98 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation (Deviation 2015-02) (FT)**
- CAR 1352.213-70 Evaluation Utilizing Simplified Acquisition Procedures (FT)  
*(Use in competitive best value acquisitions only modified to fit the requirement. If not best value, modify eliminating reference to best value and state criteria (normally, price, delivery, and past performance) NOTE: Use if not including FAR 52.212-2.*
- CAR 1352.233-70 Agency Protests (FT)**
- CAR 1352.233-71 GAO and Court of Federal Claims Protests (BR)**

**Supply - Open Market Non-Commercial**  
Greater than \$3,500 less than or equal to \$150,000

Insert the following **clauses** in the solicitation and award as appropriate:

- 52.204-9 Personal Identity Verification of Contractor Personnel (BR)  
*Use when contract performance requires the Contractor to have physical access to a Federally-controlled facility or a Federal information system.*
- 52.204-13 System for Award Management Maintenance (BR)**
- 52.204-18 Commercial and Government Entity Code Maintenance (BR)**
- 52.204-19 Incorporation by Reference of Representations and Certifications (BR)**
- 52.209-4 First Approval – Government Testing (BR)
- 52.213-2 Invoices (BR)  
*In orders that authorize advance payment such as subscriptions; newspapers; magazines; periodicals; or other publications*
- 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items) (BR) fill-in**  
*Can be modified to add additional clauses (see FAR 13.302-5)*
- 52.211-8 Time of Delivery (FT) (fill-in)  
*Use Alt I when delivery is based on specific calendar dates or periods based on an assumed date of award*  
*Use Alt II when delivery is based on specific calendar dates or periods based on date contractor receives notice of award*  
*Use Alt III when delivery is based on specific calendar dates or periods based on date contractor receives notice to proceed*
- 52.211-9 Desired and Required Time of Delivery (FT) (fill-in)  
*Use Alt I when delivery is based on specific calendar dates or periods based on an assumed date of award*  
*Use Alt II when delivery is based on specific calendar dates or periods based on date contractor receives notice of award*  
*Use Alt III when delivery is based on specific calendar dates or periods based on date contractor receives notice to proceed*
- 52.217-6 Option for Increased Quantity (FT) (fill-in)  
*Use when the option quantity is expressed as a percentage of the basic quantity or as an additional quantity of a specific line item. (Should be tailored appropriately for the requirement.)*
- 52.217-7 Option for Increased Quantity –Separately Priced Line Item (FT) fill-in  
*Use when the option quantity is a separately priced line item having the same nomenclature as a corresponding basic contract line item*
- 52.219-6 Notice of Total Small Business Set-Aside (BR)
- 52.219-13 Notice of Set-Aside Orders (FT)
- 52.219-28 Post-Award Small Business Program Representation (BR)**
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (BR)**
- 52.225-13 Restrictions on Certain Foreign Purchases (BR)

**Supply - Open Market Non-Commercial (continued)**

Greater than \$3,500 less than or equal to \$150,000

- 52.232-18 Availability of Funds (BR)  
*Use when the contract will be chargeable to funds of the new FY and the contract action is initiated before the funds are available*
- 52.243-1 Changes – Fixed Price (BR)**
- 52.246-17 Warranty of Supplies of a Non-complex Nature (FT) *fill-in*  
*Use when the increase in price to include a warranty is justified in writing*
- 52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2015-02) (FT)**
- 52.252-2 Clauses Incorporated By Reference (FT) *fill-in***
- 52.252-6 Authorized Deviations in Clauses (FT)**
- CAR 1352.201-70 Contracting Officer’s Authority (BR)**
- CAR 1352.209-73 Compliance with the Laws (BR)**
- CAR 1352.209-74 Organizational Conflict of Interest (BR)**
- CAR 1352.239-70 Software License Addendum (FT)**

Insert the following **provisions** in the solicitation as appropriate:

- 52.204-7 System for Award Management (BR)**
- 52.204-8 Annual Representations and Certifications (FT)**
- 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FT)**
- 52.211-6 Brand Name or Equal (BR)  
*Request for Quote must specify salient characteristics*  
*Quotes must include Manufacturers Name; Brand; Model and Part Number*
- 52.214-21 Descriptive Literature (BR)  
*Use when descriptive literature is needed to determine the technical acceptability of the offered product*
- 52.217-5 Evaluation of Options (BR)  
*Include when the Request contains an option clause*
- 52.252-1 Solicitation Provisions Incorporated by Reference (FT)**
- 52.252-5 Authorized Deviations in Provisions (FT)**
- 52.203-98 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation (Deviation 2015-02) (FT)**
- 52.204-16 Commercial and Government Entity Code Reporting (BR)**
- 52.204-17 Ownership or Control of Offeror (BR)**
- CAR 1352.213-70 Evaluation Utilizing Simplified Acquisition Procedures (FT)**  
*(Use in competitive best value acquisitions only modified to fit the requirement. If not best value, modify eliminating reference to*

**Service - Open Market Non-Commercial**

Greater than \$2,500 but less than or equal to \$150,000

*best value and state criteria (normally, price, delivery, and past performance)*

- CAR 1352.213-71 Instructions for Submitting Quotations under the Simplified Acquisition Threshold Non-Commercial (FT)  
*Use when CAR provisions are included*
- CAR 1352.233-70 Agency Protests (FT)**
- CAR 1352.233-71 GAO and Court of Federal Claims Protests (BR)**

Insert the following **clauses** in the solicitation and award as appropriate:

- 52.204-9 Personal Identity Verification of Contractor Personnel (BR)  
*Use when contract performance requires the Contractor to have physical access to a Federally-controlled facility or a Federal information system.*
- 52.204-13 System for Award Management Maintenance (BR)**
- 52.204-18 Commercial and Government Entity Code Maintenance (BR)**
- 52.204-19 Incorporation by Reference of Representations and Certifications (BR)**
- 52.213-2 Invoices (BR)  
*In orders that authorize advance payment such as subscriptions; newspapers; magazines; periodicals; or other publications*
- 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items) (BR) fill-in**  
*Can be modified to add additional clauses (see FAR 13.302-5)*
- 52.211-8 Time of Delivery (FT) fill-in  
*Use Alt I when delivery is based on specific calendar dates or periods based on an assumed date of award*  
*Use Alt II when delivery is based on specific calendar dates or periods based on date contractor receives notice of award*  
*Use Alt III when delivery is based on specific calendar dates or periods based on date contractor receives notice to proceed*
- 52.211-9 Desired and Required Time of Delivery (FT) fill-in  
*Use Alt I when delivery is based on specific calendar dates or periods based on an assumed date of award*  
*Use Alt II when delivery is based on specific calendar dates or periods based on date contractor receives notice of award*  
*Use Alt III when delivery is based on specific calendar dates or periods based on date contractor receives notice to proceed*
- 52.217-8 Option to Extend Services (FT) fill-in  
*This allows for a one-time extension of up to six months*
- 52.217-9 Option to Extend the Term of the Contract (FT) fill-in  
*Use this only when it is necessary for the Government to issue a notice of intent to exercise the option; the contract will contain a*

**Services - Open Market Non-Commercial (continued)**

Greater than \$2,500 but less than or equal to \$150,000

*stipulation that an extension for the contract includes an extension of the option and/or a specified limit on the total duration of the contract*

- 52.219-28 Post-Award Small Business Program Representation (BR)**  
**52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (BR)**  
**52.222-41 Service Contract Act of 1965 (BR)**  
**52.222-42 Statement of Equivalent Rates for Federal Hires (FT) fill-in**  
52.223-2 Affirmative Procurement of Bio-based Products Under Service and Construction Contracts (BR)  
52.223-3 Hazardous Material Identification and Material Safety Data (BR)  
52.223-5 Pollution Prevention and Right-To-Know Information (BR)  
52.223-10 Waste Reduction Program (BR)  
52.223-11 Ozone Depleting Substances (FT)  
52.223-12 Refrigeration Equipment and Air Conditioners (BR)  
52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (BR)  
**52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2015-02) (FT)**  
52.222-41 Service Contract Labor Standards (BR)  
*\*Include a copy of the applicable wage determination or provide the web site addresses for vendors to locate the applicable determination. Note: The wage determination is for the location where the work is to be performed.*  
52.222-42 Statement of Equivalent Rates for Federal Hires (FT)  
52.222-48 Exemption from Application of Service Contract Act to Contracts for Maintenance, Calibration and/or Repair of Certain Equipment Certification (FT)  
*Use only when the Contracting Officer has made a determination that the SCA is not applicable.*  
52.232-3 Payments under Personal Services Contracts (BR)  
*Use when the requirement is for personal services*  
52.232-18 Availability of Funds (BR)  
*Use when the contract will be chargeable to funds of the new FY and the contract action is initiated before the funds are available*  
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (BR)  
*Use when services are performed on a Government installation (other than construction)*  
52.246-20 Warranty of Services (FT) fill-in  
*Use when the increase in price to include a warranty is justified in writing*  
52.249-12 Termination (Personal Services) BR  
**52.252-2 Clauses Incorporated by Reference (FT) fill-in**

**Services - Open Market Non-Commercial (continued)**

Greater than \$2,500 but less than or equal to \$150,000

<b>52.252-6</b>	<b>Authorized Deviations in Clauses (FT)</b>
<b>CAR 1352.201-70</b>	<b>Contracting Officer's Authority (BR)</b>
CAR 1352.209-72	Restrictions against Disclosure
<b>CAR 1352.209-73</b>	<b>Compliance with the Laws (BR)</b>
<b>CAR 1352.209-74</b>	<b>Organizational Conflict of Interest (BR)</b>
See end of Matrix	HSPD-12 Homeland Security Presidential Directive (12) (FT) <i>(If contractor has physical access to Federal premises for more than 180 days)</i>
CAR 1352.228-70	Insurance Coverage (FT)
CAR 1352.228-72	Deductibles under required insurance coverage – fixed price (BR)
CAR 1352.237-70	Security Processing Requirements - High or Moderate Risk Contracts) (BR) <i>Use when services are classified as high or moderate risk and are performed on a DOC facility or have access to DOC IT system</i>
CAR 1352.237-71	Security Processing Requirements - Low Risk Contracts (BR) <i>Use when services are classified as low risk and are performed on a DOC facility or have access to DOC IT system</i>
CAR1352.237-72	Security Processing Requirements – National Security Contracts (BR) <i>Use in service contracts that involve National Security</i>
CAR1352.237-73	Foreign National Visitor and Guest Access to Departmental Resources (BR) <i>Use in service contracts that involve Foreign Nationals</i>
CAR1352.237-75	Key Personnel (FT) <i>Used when contract performance requires identification of contractor personnel</i>
CAR 1352.246-70	Place of Acceptance (FT)
CAR 1352.270-70	Period of Performance (FT)
1330-52.203-70	Scientific Integrity and Research Misconduct (FT); See end of Matrix
1330-52237-70	Contractor Communications (FT); See end of Matrix

Insert the following **provisions** in the solicitation as appropriate:

<b>52.204-7</b>	<b>System for Award Management (BR)</b>
<b>52.204-8</b>	<b>Annual Representations and Certifications (FT)</b>
<b>52.209-11</b>	<b>Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FT)</b>
52.217-5	Evaluation of Options (BR) <i>Include when the Request contains an option clause</i>
52.237-1	Site Visit (BR)
<b>52.252-1</b>	<b>Solicitation Provisions Incorporated by Reference (FT)</b>
<b>52.252-5</b>	<b>Authorized Deviations in Provisions (FT)</b>

**Services - Open Market Non-Commercial (continued)**

Greater than \$2,500 but less than or equal to \$150,000

- 52.203-98 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation (Deviation 2015-02) (FT)**
- 52.204-16 Commercial and Government Entity Code Reporting (BR)**
- 52.204-17 Ownership or Control of Offeror (BR)**
- CAR 1352.213-70 Evaluation Utilizing Simplified Acquisition Procedures (FT)  
*(Use in competitive best value acquisitions only modified to fit the requirement. If not best value, modify eliminating reference to best value and state criteria (normally, price, delivery, and past performance))*
- CAR 1352.213-71 Instructions for Submitting Quotations under the Simplified Acquisition Threshold Non-Commercial (FT)  
*Use when CAR provisions are included*
- CAR 1352.233-70 Agency Protests (FT)**
- CAR 1352.233-71 GAO and Court of Federal Claims Protests (BR)**

**Supply – GSA FSS/NASA Sewp**  
Greater than \$3,500 less than or equal to \$150,000

Insert the following **clauses** in the solicitation and award as appropriate:

- 52.211-6 Brand Name or Equal (BR)
- 52.211-8 Time of Delivery (FT) *fill-in*  
*Use Alt I when delivery is based on specific calendar dates or periods based on an assumed date of award*  
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- 52.211-9 Desired and Required Time of Delivery (FT) *fill-in*  
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- 52.217-7 Option for Increased Quantity –Separately Priced Line Item (FT) *fill-in*  
*Use when the option quantity is a separately priced line item having the same nomenclature as a corresponding basic contract line item*
- 52.232-18 Availability of Funds (BR)  
*Use when the contract will be chargeable to funds of the new FY and the contract action is initiated before the funds are available*
- 52.247-34 F.O.B. Destination (BR)
- 52.247-29 F.O.B. Origin (BR)
- 52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2015-02) (FT)**
- 52.252-2 Clauses Incorporated By Reference (FT) *fill-in***
- 52.252-6 Authorized Deviations in Clauses (FT)**
- CAR 1352.201-70 Contracting Officer’s Authority (BR)**
- CAR 1352.209-73 Compliance with the Laws (BR)**
- CAR 1352.209-74 Organizational Conflict of Interest (BR)**
- CAR 1352.239-70 Software License Addendum (FT)
- CAR 1352.246-70 Place of Acceptance (FT)

**Supply – GSA FSS/NASA Sewp (continued)**  
Greater than \$3,500 less than or equal to \$150,000

Insert the following **provisions** in the solicitation if applicable:

- 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FT)**
- 52.211-6 Brand Name or Equal (BR)  
*Request for Quote must specify salient characteristics  
Quotes must include Manufacturers Name; Brand; Model and Part Number (SEE NAHD Chapter 11.1)*
- 52.212-1 Instructions to Offerors – Commercial Items (BR)  
*Should be tailored to fit the requirement  
NOTE: Used only if doing a full solicitation package and not using 1352.213-70.*
- 52.212-2 Evaluation of Offerors-Commercial Items (BR) *fill-in*  
*If used, tailor to fit the requirement*
- 52.252-1 Solicitation Provisions Incorporated by Reference (FT)**
- 52.252-5 Authorized Deviations in Provisions (FT)**
- 52.203-98 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation (Deviation 2015-02) (FT)**
- CAR 1352.233-70 Agency Protests (FT)**
- CAR 1352.233-71 GAO and Court of Federal Claims Protests (BR)**
- CAR 1352.213-70 Evaluation Utilizing Simplified Acquisition Procedures (FT)  
*(Use in competitive best value acquisitions only modified to fit the requirement. If not best value, modify eliminating reference to best value and state criteria (normally, price, delivery, and past performance) NOTE: Used only if doing a full solicitation package and not using 52.212-2.*

**Service – GSA FSS/NASA Sewp**

Greater than \$2,500 less than or equal to \$150,000

Insert the following **clauses** in the solicitation and award as appropriate:

- 52.204-9 Personal Identity Verification of Contractor Personnel (BR)  
*Use when contract performance requires the Contractor to have physical access to a Federally-controlled facility or a Federal information system.*
- 52.208-9 Contractor Use of Mandatory Sources of Supply or Services (BR)
- 52.217-8 Option to Extend Services (FT) *fill-in*  
*This allows for a one-time extension of up to six months.*
- 52.217-9 Option to Extend the Term of the Contract (FT) *fill-in*  
*Use this only when it is necessary for the Government to issue a notice of intent to exercise the option; the contract will contain a stipulation that an extension for the contract includes an extension of the option and/or a specified limit on the total duration of the contract.*
- 52.223-2 Affirmative Procurement of Bio-based Products Under Service and Construction Contracts (BR)
- 52.223-3 Hazardous Material Identification and Material Safety Data (BR)  
*Use Alt I*
- 52.223-5 Pollution Prevention and Right-To-Know Information (BR)
- 52.223-10 Waste Reduction Program (BR)
- 52.223-11 Ozone Depleting Substances (FT)
- 52.223-12 Refrigeration Equipment and Air Conditioners (BR)
- 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (BR)
- 52.232-18 Availability of Funds (BR)  
*Use when the contract will be chargeable to funds of the new FY and the contract action is initiated before the funds are available*
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (BR)  
*Use when services are performed on a Government installation (other than construction)*
- 52.247-29 F.O.B. Origin (if deliverables are applicable)(BR)
- 52.247-34 F.O.B. Destination (if deliverables are applicable) (BR)
- 52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2015-02) (FT)**
- 52.252-2 Clauses Incorporated By Reference (FT) *fill-in***
- 52.252-6 Authorized Deviations in Clauses (FT)**
- CAR 1352.201-70 Contracting Officer’s Authority (BR)**
- CAR 1352.209-73 Compliance with the Laws (BR)**
- CAR 1352.209-74 Organizational Conflict of Interest (BR)**
- CAR 1352.228-70 Insurance Coverage (FT)
- CAR 1352.228-72 Deductibles under required insurance coverage – fixed price (BR)
- CAR 1352.246-70 Place of Acceptance (FT)

**Service – GSA FSS/NASA Sewp (continued)**

Greater than \$2,500 less than or equal to \$150,000

CAR 1352.270-70	Period of Performance (FT)
See end of Matrix	HSPD-12 Homeland Security Presidential Directive (12) (FT) <i>(If contractor has physical access to Federal premises for more than 180 days)</i>
CAR 1352.237-70	Security Processing Requirements - High or Moderate Risk Contracts) (BR) <i>Use when services are classified as high or moderate risk and are performed on a DOC facility or have access to DOC IT system</i>
CAR 1352.237-71	Security Processing Requirements - Low Risk Contracts (BR) <i>Use when services are classified as low risk and are performed on a DOC facility or have access to DOC IT system</i>
CAR1352.237-72	Security Processing Requirements – National Security Contracts (BR) <i>Use in service contracts that involve National Security</i>
CAR1352.237-73	Foreign National Visitor and Guest Access to Departmental Resources (BR) <i>Use in service contracts that involve Foreign Nationals</i>
CAR1352.237-75	Key Personnel (FT) <i>Used when contract performance requires identification of contractor personnel</i>
1330-52.203-70	Scientific Integrity and Research Misconduct (FT); See end of Matrix see attachment
1330-52237-70	Contractor Communications (FT); See end of Matrix

Insert the following **provisions** in the solicitation as appropriate:

<b>52.209-11</b>	<b>Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FT)</b>
<b>52.212-1</b>	<b>Instructions to Offerors – Commercial Items (BR)</b> <i>May be tailored to fit the requirement</i>
52.212-2	Evaluation - Commercial Items (BR) <i>fill-in</i> <i>If used, tailor to fit the requirement</i>
52.237-1	Site Visit (BR)
<b>52.252-1</b>	<b>Solicitation Provisions Incorporated by Reference (FT)</b>
<b>52.252-5</b>	<b>Authorized Deviations in Provisions (FT)</b>
<b>52.203-98</b>	<b>Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation (Deviation 2015-02) (FT)</b>
CAR 1352.213-70	Evaluation Utilizing Simplified Acquisition Procedures (FT) <i>(Use in competitive best value acquisitions only modified to fit the requirement. If not best value, modify eliminating reference to best value and state criteria (normally, price, delivery, and past performance))</i>

**\*\*Additional Clauses\*\***

**Homeland Security Presidential Directive 12 (HSPD-12)**

The performance of this contract requires contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identify verification procedures that implement HSPD-12, FIPS PUB 201 and OMB Memorandum M-05-24. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

**1330-52.203-70 Scientific Integrity and Research Misconduct**

(a) Definitions: As used in this provision –

Scientific activities mean activities that involve inventorying, monitoring, observations, experimentation, study, research, integration, modeling, and scientific assessment.

Scientific integrity means the condition resulting from adherence to professional values and practices when conducting and applying the results of science that ensures objectivity, clarity, and reproducibility, and that provides insulation from bias, fabrication, falsification, plagiarism, interference, censorship, and inadequate procedural and information security.

Presentation of scientific activities results includes the analysis, synthesis, compilation, or translation of scientific information and data into formats for the use of the Department of Commerce or the United States of America.

Scientific and Research Misconduct means fabrication, falsification, or plagiarism in proposing, performing, or reviewing scientific and research activities, or in the products or reporting of the results of these activities. It specifically includes intentional circumvention of the integrity of the scientific and research process and actions that compromise that process, but does not include honest error or differences of opinion.

Investigation is formal collection and evaluation of information and facts to determine if scientific or research misconduct can be established, to assess its extent and consequences, and to recommend appropriate action.

(b) General Guidelines

1. Maintaining Integrity. The Contractor shall maintain the scientific integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct, and the conduct of inquiries, investigations and adjudications of allegations of research misconduct.

2. In performing or presenting the results of scientific activities under the contract, and in responding to allegations of scientific and research misconduct, the Contractor shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific

Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at [http://www.corporateservices.noaa.gov/ames/administrative\\_orders/chapter\\_202/202-735-D.html](http://www.corporateservices.noaa.gov/ames/administrative_orders/chapter_202/202-735-D.html)

3. Primary Responsibility. The Contractor shall have the primary responsibility to prevent, detect, and investigate allegations of scientific and research misconduct. Unless otherwise instructed by the Contracting Officer, the Contractor shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

4. By executing this contract, the Contractor provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation and reporting of such misconduct.

5. The Contractor shall insert the substance of this provision in subcontracts at all tiers that involve research being performed under this contract.

#### (c) Investigating Misconduct Research

1. Initiating Investigation. If the Contractor determines that there is sufficient evidence to proceed to an investigation, it shall notify the Contracting Officer and, unless otherwise instructed, the Contractor shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding of scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. Finalizing Investigation. When the investigation is complete, the Contractor shall forward to the Contracting Officer a copy of the evidentiary record, the investigative report, any recommendations made to the Contractor's adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

#### (d) Findings and Corrective Actions

1. If the Contractor finds that scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

b. Coordinate remedial action with the Contracting Officer.

(e) Department of Commerce Actions

1. The Department of Commerce may accept the Contractor's findings or proceed with its own investigation, in which case the Contractor shall fully cooperate with the investigation. The Contracting Officer will inform the Contractor of the Department's final determination.
  2. The Department of Commerce reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the contract and applicable laws and regulations. Such remedies and actions may include, but are not limited to, disallowance of costs, recoupment of contract payments, and suspension or debarment.
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