4.1102 Policy.

(a) *Offerors* and quoters are required to be registered in SAM at the time an *offer* or quotation is submitted in order to comply with the annual representations and certifications requirements except for—

(1) Purchases under the *micro-purchase* threshold that use a Governmentwide commercial purchase card as both the purchasing and payment mechanism, as opposed to using the purchase card for payment only;

(2) Classified contracts (see 2.101) when registration in SAM, or use of SAM data, could compromise the safeguarding of *classified information* or national security;

(3) Contracts awarded by–

(i) Deployed *contracting officers* in the course of military operations, including, but not limited to, *contingency operations* as defined in 10 U.S.C. 101(a)(13) or *humanitarian or peacekeeping operations* as defined in 10 U.S.C. 3015(2);

(ii) *Contracting* officers located outside the *United States* and its *outlying areas*, as defined in 2.101, for work to be performed in support of diplomatic or developmental operations, including those performed in support of foreign assistance programs overseas, in an area that has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/);or

(iii) *Contracting* officers in the conduct of *emergency* operations, such as responses to natural or environmental disasters or national or civil *emergencies*, *e.g.,* Robert T. Stafford Disaster Relief and *Emergency* Assistance Act (42 U.S.C. 5121);

(4) Contracts with individuals for performance outside the *United States* and its *outlying areas*;

(5) Contracts awarded without providing for *full and open competition* due to unusual or compelling urgency (see 6.302-2);

(6) Contract actions at or below $40,000 awarded to foreign vendors for work performed outside the *United States*, if it is impractical to obtain SAM registration; and

(7) *Micro-purchases* that do not use the *electronic funds transfer (EFT*) method for payment and are not required to be reported (see subpart 4.6).

(b) If practical, the *contracting officer shall* modify the contract or *agreement* awarded under paragraph (a)(3) of this section to require SAM registration.

(c) *Contracting* officers *shall* use the legal business name or "doing business as" name and physical address from the contractor's SAM registration for the provided *unique entity identifier* to identify the contractor in section A of the contract schedule, similar sections of non-uniform contract formats and *agreements*, and all corresponding forms and data exchanges. *Contracting officers shall* make no changes to the data retrieved from SAM.

(d)

(1)

(i) If a contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and *change-of-name agreements* in subpart 42.12, the contractor is required to provide the responsible *contracting officer* a minimum of one business *day*'s written notification of its intention to change the name in SAM, comply with the requirements of subpart 42.12, and agree *in writing* to the timeline and procedures specified by the responsible *contracting officer*. Along with the notification, the contractor is required to provide the *contracting officer* sufficient documentation to support the legally changed name.

(ii) If the contractor fails to comply with the requirements of paragraph (d)(1)(i) of the clause at 52.204-13, *System for Award Management* Maintenance, or fails to perform the *agreement* at 52.204-13, paragraph (d)(1)(i)(C), and, in the absence of a properly executed novation or change-of-name *agreement*, the SAM information that shows the contractor to be other than the contractor indicated in the contract will be considered to be incorrect information within the meaning of the "*Suspension* of Payment" paragraph of the EFT clause of the contract.

(2) The contractor *shall* not change the name or address for *electronic funds transfer* payments (EFT) or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of *assignment of claims* (see subpart 32.8, Assignment of *Claims*).

(3) Assignees *shall* be separately registered in SAM. Information provided to the contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that contractor will be considered to be incorrect information within the meaning of the "*Suspension* of payment" paragraph of the EFT clause of the contract.

Parent topic: Subpart 4.11 - System for Award Management