

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30
(UPDATED THROUGH FAC: 2005-16

Page 1 of 44

1. REQUISITION NUMBER FM-001-08	2. CONTRACT NO. GS-24F-2044D	3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER	5. SOLICITATION NUMBER AG-3615-S-08-0001	6. SOLICITATION ISSUE DATE 09/28/07
7. FOR SOLICITATION INFORMATION CALL	a. NAME Lisa M. Botella	b. TELEPHONE NUMBER (No collect calls) (215) 233-6551

8. OFFER DUE DATE/LOCAL TIME: **OCTOBER 25, 2007 at 3:30 p.m. (Local time)**

9. ISSUED BY Code 3615 USDA, ARS, North Atlantic Area Contracting Office 600 East Mermaid Lane Wyndmoor, PA 19038	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 100% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS: 811219 SIZE STANDARD: 500 Employees
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [x] SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING
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14. METHOD OF SOLICITATION [] RFQ [] IFB [X] RFP

15. DELIVERY TO: USDA, ARS, NAA, Plum Island Animal Disease Center (PIADC) P.O. Box 848 Greenport, LI, NY 11844 Boat to Plum Island, NY	16. ADMINISTERED BY: (If other than Item 9)
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17a. CONTRACTOR/OFFEROR TELEPHONE NO. FAX NO. DUNS NO.:	18a. PAYMENT WILL BE MADE BY: USDA, ARS, NAA CONTRACTING OFFICE 600 E. MERMAID LANE WYNDMOOR, PA 19038
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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Continued)

<input type="checkbox"/> 17b. REMITTANCE ADDRESS	18b. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM B.2.
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19 ITEM NO	20 SCHEDULE OF SUPPLIES SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
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Provide labor, equipment, supplies, transportation and services for the Maintenance and Repair Services of the Facscalibur 4 CLR/SORT (5), Serial No. E0140 located on PIADC in accordance with the terms, conditions, and specifications contained in this document and quote NO. 420026129. SEE SCHEDULE A.2

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt Use Only)
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212 -1, FAR 52.212-4. FAR 52.212-3, FAR 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212 -4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE (1) COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE your quote 420026129
 DATED 09/06/2007. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN ARE ACCEPTED AS TO ITEMS: _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Continued)

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LISA M. BOTELLA	
30c. DATE SIGNED	31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL	37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	
40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT FOR PROMPT PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42a. RECEIVED BY (PRINT)	42b. RECEIVED AT (Location)
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
AUTHORIZED FOR LOCAL PRODUCTION	

STANDARD FORM 1449 (10 -95)
 PRESCRIBED BY GSA -FAR(48 CFR)53.212
 OMB NO.:90 00-0136
 Expires: 09/30/98

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ADDENDA

CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

SECTION A - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A.1 SCOPE OF WORK

The USDA, Agricultural Research Service (ARS) requires a Contractor to provide labor, equipment, supplies, transportation and services for the Preventive Maintenance on the FACSCALIBUR 4 CLR/SORT (5) System, Serial No. E0140 for the USDA, ARS, PIADC in accordance with the terms, conditions, and specifications contained in this document.

A.2 SCHEDULE OF ITEMS

BASE PERIOD OF PERFORMANCE: OCTOBER 1, 2007 THROUGH JUNE 30, 2008

<u>NO.</u>	<u>DESCRIPTION OF ITEM(S)</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
01	No. 337689, Service Contract for FACSCALIBUR 4 CLR/SORT (5) System, Serial No. E0140, Customer Material No. 343023.	9	MOS	\$_____	\$_____

NOTE: The Service Contract Act does not apply to this requirement in accordance with FAR 22.1003-4(b)(4)(i)(B).

OPTION 1 - PERIOD OF PERFORMANCE: JULY 1, 2008 THROUGH JUNE 30, 2009

<u>NO.</u>	<u>DESCRIPTION OF ITEM(S)</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
02	No. 337689, Service Contract for FACSCALIBUR 4 CLR/SORT (5) System, Serial No. E0140, Customer Material No. 343023.	1	YR	\$_____	\$_____

NOTE: The Service Contract Act does not apply to this requirement in accordance with FAR 22.1003-4(b)(4)(i)(B).

ADDENDA
CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24
SECTION A - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A.2 (CONTINUED)

OPTION 2 - PERIOD OF PERFORMANCE: JULY 1, 2009 THROUGH JUNE 30, 2010

<u>NO.</u>	<u>DESCRIPTION OF ITEM(S)</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
03	No. 337689, Service Contract for FACSCALIBUR 4 CLR/SORT (5) System, Serial No. E0140, Customer Material No. 343023.	1	YR	\$_____	\$_____

NOTE: The Service Contract Act does not apply to this requirement in accordance with FAR 22.1003-4(b)(4)(i)(B).

OPTION 3 - PERIOD OF PERFORMANCE: JULY 1, 2010 THROUGH JUNE 30, 2011

<u>NO.</u>	<u>DESCRIPTION OF ITEM(S)</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
04	No. 337689, Service Contract for FACSCALIBUR 4 CLR/SORT (5) System, Serial No. E0140, Customer Material No. 343023.	1	YR	\$_____	\$_____

NOTE: The Service Contract Act does not apply to this requirement in accordance with FAR 22.1003-4(b)(4)(i)(B).

OPTION 4 - PERIOD OF PERFORMANCE: JULY 1, 2011 THROUGH JUNE 30, 2012

<u>NO.</u>	<u>DESCRIPTION OF ITEM(S)</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
05	No. 337689, Service Contract for FACSCALIBUR 4 CLR/SORT (5) System, Serial No. E0140, Customer Material No. 343023.	1	YR	\$_____	\$_____

NOTE: The Service Contract Act does not apply to this requirement in accordance with FAR 22.1003-4(b)(4)(i)(B).

ADDENDA

**CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24
SECTION A - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

A.3 GENERAL SPECIFICATIONS

The USDA, Agricultural Research Service, Plum Island Animal Disease Center (PIADC) located off the Northeast Coast of Orient Point, New York, requires a Contractor to provide all labor, equipment, supplies, transportation and services for Preventive Maintenance and Repair Services on Sorvall and Beckman Centrifuge Systems for PIADC in accordance with the terms, conditions, and specifications attached.

A.4 PERFORMANCE BASED SERVICE CONTRACT (PBSC)

This will be a Performance Based Service Contract (PBSC) and as such the Contractor shall be fully responsible for providing customer service, quality control and all other services related to this type of work. The Contractor will determine how often the work is to be performed, how much labor is needed to perform the tasks, what methods will be used to complete the job and which supplies, materials and equipment are needed. The Contractor shall be responsible to use best industry practices (methods and safety) to maintain the contract quality requirements.

A firm, fixed-price performance based service contract will be awarded for a Base Period of 9 months plus four (4) 12-month option periods.

A.5 TECHNICAL SERVICE REQUIREMENTS

The USDA, ARS, Plum Island Animal Disease Center (PIADC) in Orient Point, NY, requires an annual Preventive Maintenance on the FACSCALIBUR 4 CLR/SORT (5) System, Serial No. E0140, to be performed by qualified and trained technicians. The Contractor shall plan, schedule, coordinate, and assure effective completion of the required services.

1. Coverage includes the FACSCalibur, 4Color/Sort with one Computer Workstation (excluding printers) for labor, travel expenses and parts (excluding consumables), for the following:
 - a. Two (2) Preventive Maintenance (PM) Inspections during a twelve (12) month period.
 - b. Two (2) PM kits.
 - c. A 24-hour response to request for emergency on-site service excluding weekends and holidays.
 - d. Software revisions released during agreement term.
 - e. Unlimited service visits, Monday thru Friday.
 - f. Unlimited telephone support for instruments, reagents and applications.
 - g. Factory trained and certified technician capable of replacing parts and equipment with original factory manufactured parts.

ADDENDA

CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

SECTION A - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A.5 (CONTINUED)

- g. Workstation printers will not have on-site or mail-in repair service support.
- h. Perform complete service in accordance with the manufacturer's guidelines.
- i. Itemized repair report or preventive maintenance service scheduled to be provided on day of service to the TR.
- j. Upon completion of the service, the Contractor shall obtain the user initials.
- k. Provide written confirmation of emergency service requests within 24 hours after government contact for emergency repair either by email or fax.
- l. In an emergency, oral orders may be issued but must be confirmed in writing. Emergency repairs must be completed within 36 hours after notification.
- m. Orders will be placed by authorized Government Representatives (Contracting Officers).

A.6 DELIVERY OF SERVICES - FACILITY CONTAINMENT RESTRICTIONS

The PIADC Building 101 is a bio-containment safety level 3 (BL3) laboratory. Personnel must adhere to safety requirements when entering and exiting building 101, (see Attachment C-1 and C-2). All equipment, tools, and any other materials removed must go through a decontamination process from building 101 (see Attachment C-2); this procedure takes a minimum 2 weeks. All warranted repairs or replacements that will require returns to the manufacturer need to be scheduled prior to the 2 week decontamination process. On site government supplied tools are available. If something is not available decontamination restrictions apply.

- a. Decontamination is done by putting products into a self-contained air-lock and gassed with Para-formaldehyde, after 7 days product is removed tested and requires 7 days to air out.
- b. Liquid decontamination for metal products is washed in a lye or bleach solution with a ratio of 1 part lye or bleach to 10 parts water, and then rinsed.
- c. No wood or porous materials allowed.

ADDENDA

CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

SECTION A - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A.7 ELECTRICAL AND SAFETY REGULATIONS

The Contractor shall comply with OSHA or any other specifications required by the equipment manufacturer.

A.8 WARRANTY

The Contractor shall provide a one year, on-site, non-consumable parts and labor warranty on each repair part used.

The Contractor shall provide a copy of the warranty statement with the offer.

A.9 PERIOD OF PERFORMANCE

The Services shall begin on October 1, 2007 through June 30, 2008 plus four (4) 12-month option periods.

A.10 DOCUMENTATION

The Contractor shall provide a certification statement that the technicians have been trained by the equipment manufacturer BD Biosciences, within 10 calendar days after notification of award.

The Contractor shall be required to annually update the certification with any option period.

A.11 DELIVERABLES

In cases of inclement weather, the Boats may not be able to transport the Contractor to the island. In some case the Contractor may have to leave the island due to inclement weather before completion of the services. In which case, the Contractor will need to return the next business day to complete the services.

ADDENDA

CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

SECTION A - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A.12 LOCATION OF EQUIPMENT

All equipment is located on Plum Island, Building 101(BSL3), MOD 5.

All deliveries shall be F.O.B. Destination, within Consignee's premises to the USDA, Plum Island Animal Disease Center (PIADC), during the period of performance identified in the contract award. Delivery shall be between the hours of 8:00 a.m. to 3:30 p.m. (Boat leaves island by 4:30 p.m.), Monday through Friday, excl. Federal holidays. In case of inclement weather, the Contractor must call the designated field location representative to verify that the facility is open for delivery.

A.13 REPORTING REQUIREMENTS

The Contractor shall provide itemized report upon completion of all services for this equipment to Mrs. Claire Anderson prior to leaving PIADC on a daily basis.

A.14 PACKING AND SHIPPING

The Contractor shall deliver the shipment in such a manner that will ensure a safe delivery to the destination. Containers and closures shall comply with the Interstate Commerce Regulation, Uniform Freight Classification Rules, or regulation of other carriers as applicable to the mode of transportation. The items to be furnished hereunder shall be labeled with the purchase order number and delivered, all transportation charges paid by the Contractor in accordance with the F.O.B. Destination clause. All parts will be shipped to Mrs. Claire Anderson's attention and include the order number on the mailing label.

A.15 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer shall designate the Contracting Officer's Technical Representative (TR) at the time of contract award. The TR is responsible for administering the performance of work under this arrangement order. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this purchase order be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the purchase order. The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the purchase order so that the contract may be modified accordingly. (This does not apply to individual task assignments which were issued by the COTR; provided they do not affect the delivery schedule or performance period stated in the purchase order.) On all matters that pertain to the purchase order terms, the Contractor must communicate with the

Contracting Officer. Whenever, in the opinion of the Contractor, the COTR requests efforts outside the scope of the purchase order, the Contractor should so advise the COTR. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the Contractor should notify the Contracting Officer immediately, preferably in writing if time permits. Proceeding with work without the proper contractual coverage could result in nonpayment or necessitate submittal of a purchase order claim.

A.16 ADDITIONAL QUOTATION INFORMATION

Telegraphic or facsimile quotations **ARE** acceptable in accordance with FAR Clause 52.214-31.

CONTRACT CLAUSES

B.1 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

B.1 (CONTINUED)

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

B.1 (CONTINUED)

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

B.1 (CONTINUED)

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-

B.1 (CONTINUED)

Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division 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 shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

B.1 (CONTINUED)

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR 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 electronic funds transfer (EFT) clause of this contract. The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR 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 this contract.

Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

B.2 ADDENDA TO FAR CLAUSE 52.212-4

1. Item (a) Inspection and Acceptance is amended to include the following:

AGAR 452.246-70 INSPECTION AND ACCEPTANCE (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's Technical Representative (TR) will inspect and accept the services and associated supplies provided under this contract.

(b) Inspection and acceptance of the item shall be performed at:

USDA, ARS, NAA
PLUM ISLAND ANIMAL DISEASE CENTER (PIADC)
PLUM ISLAND, NY.

B.2 (CONTINUED)

2. Item (c) Period for acceptance of offers is amended to include the following: The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

3. Item (g) Invoice is amended to include the following:

(a) To constitute a proper invoice, the invoice must include at a minimum the following information:

1. Name of business concern and invoice date;
2. Contract number;
3. Dun & Bradstreet Number (DUNS) No. ;
4. Tax Identification Number (TIN);
5. Description, date of services performed, quantity of property and/or services actually rendered or delivered , unit price, and amount;
6. Payment terms;
7. Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

(b) The original invoice shall be submitted quarterly (in arrears) after services are performed. The invoice shall be mailed to:

USDA, ARS, NAA, PIADC
P.O. BOX 848
GREENPORT, LI, NY 11944-0484
Attn: CLAIRE ANDERSON

4. Item (i) Payments are amended to include the following:

USDA, ARS requires all Contractor's to be registered in the Central Contractor's Registration (CCR) database for payments to be made through the Electronic Funds Transfer (EFT) Method. Also see FAR Clause 52.212-4, Item (t).

B.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (AUG 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in

this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) [Reserved]

___ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219 -6.

___ (iii) Alternate II (Mar 2004) of 52.219 -6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219 -7.

___ (iii) Alternate II (Mar 2004) of 52.219 -7.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2007)(15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219 -9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219 -23.

- (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)(15 U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- X (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- X (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007)(E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of 52.222 -50.
- (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223 -9(42 U.S.C. 6962(i)(2)(C)).
- X (26) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

X (27) (i) 52.225-3, Buy American Act -Free Trade Agreements - Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108 -77, 108-78, 108-286, and 109-169).

X (ii) Alternate I (Jan 2004) of 52.225-3.

X (iii) Alternate II (Jan 2004) of 52.225-3.

___ (28) 52.225-5, Trade Agreements (Aug 2007)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (29) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (30) 52.226-4, Notice of Disaster or Emergency Area Set - Aside (Aug 2006) (42 U.S.C. 5150).

___ (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2006)(42 U.S.C. 5150).

___ (32) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (33) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (34) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (35) 52.232-34, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

X (36) 52.232-36, Payment by Third Party(May 1999)(31 U.S.C. 3332).

___ (37) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (38) (i) 52.247-64, Preference for Privately Owned U.S. - Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment(Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

B.4 ADDENDA TO FAR CLAUSE 52.212-5

1. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of these clauses may be accessed electronically at this address: <http://www.arnet.gov/far/> and AGAR Clauses at <http://www.usda.gov/procurement/policy/agar.html>

B.4 (CONTINUED)

NUMBER	TEXT	DATE
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.216-02	ECONOMIC PRICE ADJUSTMENT	JAN 1997
52.215-2	AUDIT AND RECORDS-NEGOTIATIONS	JUN 1999
52.215-5	FACSIMILE PROPOSALS	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT 1997
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52-223-5	POLLUTION PREVENTIONS AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.245-4	GOVERNMENT FURNISHED PROPERTY (SHORT FORM)	JUN 2003
52.246-20	WARRANTY OF SERVICES	MAY 2001
52.247-34	F.O.B. DESTINATION (SUPPLIES ONLY)	NOV 1991
52.247-35	F.O.B. DESTINATION (WITHIN CONSIGNEE'S PREMISES)	APR 1984

B.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days prior to expiration of the final option period.

B.6 OTHER OFFEROR'S INFORMATION

A. Please complete the following:

- i. Our company [] does, [] does not accept a Government Visa Credit Card.
- ii. Our company [] does, [] does not accept a Government Purchase Order (PO).
- iii. Our company [] does, [] does not accept a Government Convenience Check.

C.1 **CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

ATTACHMENT NO.	DESCRIPTION	NO. OF PAGES
01	ENTRY AND EXIT PROCEDURES OF CONTAINMENT BUILDINGS	1
02	SAFETY AND SECURITY INFORMATION	1

SOLICITATION PROVISIONS

D.1 52.212-1 - INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEP 2006)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

D.1 (CONTINUED)

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

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

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

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

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

(2)

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

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

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

D.1 (CONTINUED)

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

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

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

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

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

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

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

D.1 (CONTINUED)

any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications
Section

470 L'Enfant Plaza, SW, Suite 8100
Washington, DC 20407
Telephone (202) 619-8925) Facsimile (202 619-8978).

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

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

(i) ASSIST (<http://assist.daps.dla.mil>).

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

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

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

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

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

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

D.1 (CONTINUED)

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;

D.1 (CONTINUED)

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

D.2 ADDENDA TO FAR CLAUSE 52.212-1

1. Item (b) Submission of Offers is amended to include the following:

Submit your quotation, acknowledgment of amendments (if any), Item B.6, Other Offeror's Information, Item D.2, Technical Information which includes: descriptive literature, maintenance agreements, warranty, pricing sheet(s) for spare parts, and the Certifications at Item D.4 to USDA, ARS, North Atlantic Area, Contracting Office, 600 E. Mermaid Lane, Wyndmoor, PA 19038. FAILURE TO SUBMIT THIS INFORMATION MAY RENDER THE OFFER NONRESPONSIVE. OFFERS MAY BE SENT EITHER BY MAIL OR FACSIMILE.

D.3 52.214-31 FACSIMILE BIDS (DEC 1989)

(a) *Definition.* "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time, specified in the solicitation.

(c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, if requested to do so by the Contracting Officer, the apparently successful bidder agrees to promptly submit the complete original signed bid.

(f) Facsimile receiving data and compatibility characteristics are as follows:

- (1) Telephone number of receiving facsimile equipment:

(215) 233-6558.

D.3 (CONTINUED)

(2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol): Panasonic, Panafax UF885.

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

SOLICITATION PROVISIONS

D.4 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 2006)

To Be Completed by the Offeror: (The Representations and Certifications below must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its offer/bid/proposal (check/complete all boxes or blanks, or if "Not Applicable" enter N/A, on the following pages).

(Name of Offeror)	Solicitation No.
(Signature of Authorized Individual)	(Date)
(Typed Name of Authorized Individual)	DUNS Number

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

(a) Definitions. As used in this provision:

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

D.4 (CONTINUED)

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 77 01) . (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

[] TIN:_____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government;

D.4 (CONTINUED)

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049 -4;
- Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

D.4 (CONTINUED)

(6) Women-owned business concern (other than small business concern).
[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it [] is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows: _____

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219 -23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

D.4 (CONTINUED)

(i) General. The offeror represents that either --

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that --

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 -

(1) Previous contracts and compliance. The offeror represents that --

(i) It [] has, [] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

D.4 (CONTINUED)

(ii) It [] has, [] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that 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. The terms "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."

(2) Foreign End Products: LINE ITEM NO. COUNTRY OF ORIGIN

_____ [List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25

(g) (1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

D.4 (CONTINUED)

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

FTA Country or Israeli End Products:
LINE ITEM NO. COUNTRY OF ORIGIN

_____ [List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American 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.

Other Foreign End Products:
LINE ITEM NO. COUNTRY OF ORIGIN

_____ [List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225 -3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products: LINE ITEM NO.: _____
[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225 -3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products: LINE ITEM NO. COUNTRY OF ORIGIN

_____ [List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225 -5, Trade Agreements, is included in this solicitation.)

D.4 (CONTINUED)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products - LINE ITEM NO.: COUNTRY OF ORIGIN:

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

- (1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product:

Listed End Product Listed Countries of Origin:

(List as necessary)

D.4 (CONTINUED)

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.