

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-64R4-NNIS-0001	6. SOLICITATION ISSUE DATE 04/05/2013
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7. FOR SOLICITATION INFORMATION CALL: 	a. NAME John Swizdor jvswizdor@fs.fed.us		b. TELEPHONE NUMBER (No collect calls) 573-341-7407	8. OFFER DUE DATE/ LOCAL TIME 04/19/2013 1600
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9. ISSUED BY USDA-Forest Service Mark Twain National Forest 401 Fairgrounds Road Rolla, MO 65401	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 115310 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: 7.0 Million <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO See Map Locations	CODE	16. ADMINISTERED BY Same As Block 9	CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Same As Block 9	CODE
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	CLIN 4.1 Foliar Herbicide Treatment Approximately 34 acres See attached documents	34	acre		
2	CLIN 4.1 Foliar Herbicide Treatment Approximately 106 acres See attached documents	106	acre		
3	CLIN 4.1 Foliar Herbicide Treatment Approximately 22 acres See attached documents All contract clauses associated with each contractor's base IDIQ contract remain in effect <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	22	acre		

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES 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	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

MTNF NNIP IDIQ Solicitation/Contract: AG-64R4-S-13-0003

Eleven Point Ranger District, Fremont/Pineknott East

Task Order for treatment of Spotted knapweed (*Centaurea biebersteinii*, CEBI)

BLOCK 19 ITEM #1 ON SF1449

Locations: see map, spreadsheet

Area: 34 acres approx.

Roadsides—ground application

Treatment Method: Foliar Herbicide Treatment Category 4.1

Follow manufacturer's label for application and mixing rates

Recommend Milestone: 2-lb. ae/gallon formulation containing *Aminopyralid*

Recommend applying 5 -7 oz /acre; 10 or more gallons/acre spray volume by ground equipment

Recommend use of a nonionic surfactant at 1 to 2 quarts/100 gallons spray solution

Spray from March – May, before plant reaches 12 inches in height; may also spray from mid-September through October.

Not a "restricted use" herbicide

Restrictions: refer to spreadsheet, Species/Habitat Concerns column

Herbicide has very low toxicity to fish/aquatic organisms, birds and mammals; may be applied adjacent to water's edge.

Especially avoid drift and runoff to "Special Areas"

/s/Keith P. Kelley

January 29, 2013

MTNF NNIP IDIQ Solicitation/Contract: AG-64R4-S-13-0003

Eleven Point Ranger District, Fremont/Pineknott East

Task Order for treatment of Spotted Knapweed (*Centaurea biebersteinii*, CEBI)

Road/Location	Infestation ID	Area (acres)	GPS_Latitude (decimal degrees)	GPS_Longitude (decimal degrees)	Inventory Date	Species/Habitat Concerns
Fremont Tower	090523CEBI/TOWER_001	1.0	36.9649005	-91.22031	7/20/2012	
FS 3169	090523CEBI3169_001	0.1	36.93339	-91.27449	7/17/2012	
P Hwy (2)	090523CEBI/PHWY_002	2.8	36.9604735	-91.201503	8/15/2012	
P Hwy (1)	090523CEBI/PHWY_001	4.6	36.9694835	-91.189908	8/15/2012	
CR 585/DD JCT	090523CEBI/DDCR585_001	2.1	36.9394535	-91.257513	7/30/2012	
CR 580A	090523CEBI/CR580A_001	0.1	36.965071	-91.320102	8/7/2012	
CR 572	090523CEBI/CR572_001	0.1	36.972626	-91.253829	8/6/2012	
FS 4719	090523CEBI/4719_001	12.5	36.989908	-91.199508	8/15/2012	
FS 4248	090523CEBI/4248_001	0.7	36.974343	-91.28431	8/7/2012	
FS 4097	090512CEBI/4097B_001	0.1	36.935803	-91.239586	7/30/2012	
FS 4097A	090523CEBI/4097A_001	0.2	36.9405865	-91.226166	7/20/2012	
FS 4088	090523CEBI/4088_001	0.1	36.92297	-91.190292	7/24/2012	
FS 3274 (2)	090523CEBI/3274_002	9.3	36.965678	-91.183275	8/15/2012	
FS 3274 (1)	090523CEBI/3274_001	0.1	36.968225	-91.192427	8/9/2012	
FS 3259	090512CEBI/3259_001	0.1	36.901712	-91.172952	7/24/2012	
	Total Acres	34.0				

MTNF NNIP IDIQ Solicitation/Contract: AG-64R4-S-13-0003

Eleven Point Ranger District, Fremont/Pineknott East

Task Order for treatment of *Sericea lespedeza* (*Lespedeza cuneata*, LECU)

BLOCK 19 ITEM #2 ON SF/449

Locations: see map, spreadsheet

Area: 106 acres approx.

Roadsides—ground application

Treatment Method: Foliar Herbicide Treatment Category 4.1

Follow manufacturer's label for application and mixing rates

Recommend PastureGard HL: 2-lb. ae/gallon formulation containing 1.5-lb. ae of *triclopyr* ester and 0.5 ae of *fluroxypyr*.

Recommend applying 2 pints/acre; 20 or more gallons/acre spray volume by ground equipment

Recommend use of a nonionic surfactant at 1 to 2 quarts/100 gallons spray solution

Spray from May to September while plants are actively growing, but prior to seed production

Selective control of woody plants; not a "restricted use" herbicide

Restrictions: refer to spreadsheet, Species/Habitat Concerns column

Herbicide is toxic to fish/aquatic organisms: do not apply directly to water, avoid runoff to streams and ponds

Especially avoid drift and runoff to "Special Areas": Grassy Pond, Tan Bark Pond, Tram Pond, and Fox Pond; pink protection boundaries shown on map

/s/Keith P. Kelley

January 29, 2013

MTNF NNIP IDIQ Solicitation/Contract: AG-64R4-S-13-0003

Eleven Point Ranger District, Fremont/Pineknott East

Task Order for treatment of Sericea lespedeza (*Lespedeza cuneata*, LECU)

Road/Location	Infestation ID	Area (acres)	GPS_Latitude (decimal degrees)	GPS_Longitude (decimal degrees)	Inventory Date	Species/Habitat Concerns
Windes Creek field	090523LECUWINDES_001	0.6	36.968541	-91.235781	8/6/2012	creek nearby
CR 3165	090523LECU3165_001	0.1	36.915256	-91.256786	7/31/2012	none
CR 4248 / US 60 Jct	090523LECUUS604248_001	2.3	36.974436	-91.284274	8/6/2012	none
Fremont Tower	090523LECUTOWER_001	1.0	36.964921	-91.220309	7/20/2012	none
Trail Nine	090523LECUTN_001	4.7	36.9052245	-91.071079	9/24/2012	none
Turley Hollow (NS)	090523LECUTH_001	0.4	36.9860075	-91.133523	8/9/2012	none
P Hwy	090523LECUPCR_003	0.2	36.9910485	-91.152121	8/10/2012	none
P Hwy	090523LECUPCR_002	6.1	36.9912725	-91.134665	8/10/2012	crosses a creek, sinkhole N of road in sec 23 NW, pond S of road sec 23 E
J hwy	090523LECUJHWY_001	0.1	36.928342	-91.173136	7/31/2012	none
CR 585 / DD Jct	090523LECUDDCR585_001	2.2	36.939453	-91.257518	7/30/2012	creek nearby
CR 585 (1)	090523LECUCR585_001	0.1	36.9206675	-91.23716	7/17/2012	creek nearby
CR 583 (2)	090523LECUCR583_002	5.1	36.971655	-91.300521	8/7/2012	Tan Bark Pond SE of road sec 32, watershed overlaps road; Grassy Pond N of road sec 29, watershed adjacent to road
CR 583 (1)	090523LECUCR583_001	1.7	36.9715905	-91.301015	9/21/2012	none
CR 580A	090523LECUCR580A_001	0.2	36.965254	-91.319871	8/7/2012	none
CR 580	090523LECUCR580_001	3.8	36.9640635	-91.32552	8/7/2012	Tram Pond S of road in sec 3, watershed overlaps road
CR 573	090523LECUCR573_001	0.8	36.972571	-91.253829	8/6/2012	none
CR 572A	090523LECUCR572A_001	5.7	36.968219	-91.249421	8/6/2012	pond on N side of road in sec 35
CR 572A	090523LECUCR572_002	0.5	36.9677035	-91.259762	8/6/2012	none
CR 165	090523LECUCR165_001	5.2	36.9688085	-91.211888	8/15/2012	none
CR 161 (2)	090523LECUCR161_002	3.2	36.9167435	-91.185319	7/24/2012	crosses a creek, sinkhole E of road sec 17 SESE
CR 161 (1)	090523LECUCR161_001	0.3	36.899605	-91.18393	7/17/2012	none
CR 158	090523LECUCR158_001	0.1	36.911447	-91.227695	7/17/2012	creek nearby
FS 4981	090523LECU4981_001	0.1	36.905593	-91.207273	7/17/2012	pond nearby
FS 4719 (2)	090523LECU4719_002	2.0	36.9982035	-91.212798	8/15/2012	Fox Pond N of road; watershed near road
FS 4719 (1)	090523LECU4719_001	12.5	36.989908	-91.199508	8/15/2012	none
FS 4261	090523LECU4261_001	1.7	36.974977	-91.299775	8/7/2012	Grassy Pond W of road sec 29, watershed adjacent to road
FS 4113	090523LECU4113_001	0.1	36.925597	-91.24566	7/17/2012	none
FS 4102 (2)	090523LECU4102_002	0.1	36.955582	-91.197925	8/1/2012	none
FS 4102 (1)	090523LECU4102_001	0.1	36.952158	-91.19935	8/1/2012	none
FS 4097B	090523LECU4097B_001	0.4	36.9358175	-91.239565	7/30/2012	private land adjacent
FS 4097A	090523LECU4097A_001	2.1	36.939626	-91.223067	7/20/2012	none
FS 4097-2	090523LECU4097-2_001	0.1	36.9305785	-91.223244	7/20/2012	none
FS 4097 (2)	090523LECU4097_002	0.1	36.9315665	-91.208161	7/19/2012	none
FS 4097 (1)	090523LECU4097_001	0.1	36.9283165	-91.21559	7/20/2012	none
FS 4088A	090523LECU4088A_001	1.8	36.919207	-91.190846	7/24/2012	pond W of road sec 17 NE
FS 4088A	090523LECU4088_001	0.1	36.9344585	-91.182536	7/24/2012	none
FS 4072A	090523LECU4072A_001	2.4	36.9812105	-91.120489	8/10/2012	none

FS 4050	0905231EUCU4050_001	8.4	36.9222008	-91.160719	7/30/2012	pond north of road sec 16		
FS 4045B	0905231EUCU4045B_001	0.3	36.9711695	-91.293223	8/7/2012	none		
FS 4045	0905231EUCU4045_001	5.8	36.9745235	-91.133376	8/9/2012	crosses a creek		
FS 4036	0905231EUCU4036_001	0.4	36.9012215	-91.194247	7/17/2012	pond nearby		
FS 3274	0905231EUCU3274_001	9.3	36.965678	-91.183275	8/15/2012	pond S of road sec 32		
FS 3216C	0905231EUCU3261C_001	0.1	36.9606355	-91.237657	7/19/2012	none		
FS 3261-2	0905231EUCU3261-2_001	0.1	36.9617185	-91.228062	7/20/2012	pond nearby		
FS 3261-1	0905231EUCU3261-1_001	0.1	36.9458905	-91.246699	7/19/2012	none		
FS 3261	0905231EUCU3261_001	1.5	36.9626145	-91.223147	7/20/2012	none		
FS 3259	0905231EUCU3259_001	2.2	36.9066695	-91.177482	7/24/2012	pond SW of road sec 21 NW		
FS 3254L	0905231EUCU3254L_001	3.9	36.8970945	-91.065834	9/24/2012	none		
FS 3253 (2)	0905231EUCU3253_002	0.1	36.902541	-91.080238	9/25/2012	none		
FS 3253 (1)	0905231EUCU3253_001	0.1	36.8710865	-91.070033	9/25/2012	none		
FS 3169Q	0905231EUCU3169Q_001	0.1	36.9121165	-91.21994	7/17/2012	pond nearby		
FS 3169 Loblolly Jct	0905231EUCU3169LJJ_001	3.5	36.890888	-91.218351	7/17/2012	none		
FS 3169B	0905231EUCU3169B_001	0.1	36.91253	-91.250433	7/31/2012	pond nearby		
FS 3169A	0905231EUCU3169A_001	0.1	36.893629	-91.198598	7/31/2012	pond nearby		
FS 3169 (3)	0905231EUCU3169_010	1.4	36.95912	-91.304562	8/7/2012	none		
FS 3169 (2)	0905231EUCU3169_002	0.1	36.903487	-91.238085	7/17/2012	Curve Bridge Pond E of road		
FS 3169 (1)	0905231EUCU3169_001	0.1	36.9057255	-91.23784	7/17/2012	none		
	Total Acres	105.8						

MTNF NNIP IDIQ Solicitation/Contract: AG-64R4-S-13-0003

Eleven Point Ranger District, Fremont/Pineknott East

Task Order for treatment of Beefsteak plant (*Perilla frutescens*, PEFR)

BLOCK 19 ITEM #3 ON SF1449

Locations: see map, spreadsheet

Area: 22 acres approx.

Roadsides—ground application

Treatment Method: Foliar Herbicide Treatment Category 4.1

Follow manufacturer's label for application and mixing rates

Recommend Milestone: 2-lb. ae/gallon formulation containing *Aminopyralid*

Recommend applying 3 -7 oz /acre; 10 or more gallons/acre spray volume by ground equipment

Recommend use of a nonionic surfactant at 1 to 2 quarts/100 gallons spray solution

Spray from April to June while plants are growing, but prior to flowering.

Not a "restricted use" herbicide

Restrictions: refer to spreadsheet, Species/Habitat Concerns column

Herbicide has very low toxicity to fish/aquatic organisms, birds and mammals; may be applied adjacent to water's edge.

Especially avoid drift and runoff to "Special Areas"

/s/Keith P. Kelley

January 29, 2013

MTNF NNIP IDIQ Solicitation/Contract: AG-64R4-S-13-0003

Eleven Point Ranger District, Fremont/Pineknott East

Task Order for treatment of Beefsteak plant (*Perilla frutescens*, PEFR)

Road/Location	Infestation ID	Area (acres)	GPS Latitude (decimal degrees)	GPS Longitude (decimal degrees)	Inventory Date	Species/Habitat Concerns
Trail 9	090523PEFRTRAILNINE_001	0.1	36.900984	-91.066679	9/24/2012	
FS 3253	090523PEFR3253_001	0.1	36.884297	-91.081143	9/25/2012	
Trail 9	090523PEFRTN_001	4.7	36.9052245	-91.071079	9/24/2012	
Bennett Road	090523PEFRBENNETT_001	0.2	36.8819435	-91.076338	9/24/2012	
FS 4737A (2)	090523PEFR4737A_002	0.1	36.878123	-91.087242	9/25/2012	
FS 4737A (1)	090523PEFR4737A_001	0.1	36.87783	-91.087962	9/25/2012	
FS 4737 (5)	090523PEFR4737_005	0.1	36.884772	-91.082843	9/25/2012	
FS 4737 (4)	090523PEFR4737_004	0.1	36.883888	-91.083364	9/25/2012	
FS 4737 (3)	090523PEFR4737_003	0.1	36.882598	-91.084784	9/25/2012	
FS 4719B	090523PEFR4719B_001	0.1	36.998818	-91.21469	8/15/2012	
FS 4719A	090523PEFR4719A_001	12.5	36.989908	-91.199508	8/15/2012	
FS 4719	090512PEFR4719_002	2.0	36.9982035	-91.212798	8/15/2012	
FS 4045 (2)	090523PEFR4045_002	0.1	36.977052	-91.13317	8/9/2012	
FS 4045 (1)	090523PEFR4045_001	0.1	36.978523	-91.13322	8/9/2012	
FS 3253C	090523PEFR3253C_001	0.1	36.867703	-91.066636	9/25/2012	
FS 3253B1	090523PEFR3253B1_001	0.9	36.8640875	-91.077632	9/25/2012	
FS 3253B	090523PEFR3253B_001	0.1	36.872056	-91.072556	9/25/2012	
FS 3253A	090523PEFR3253A_001	0.1	36.877669	-91.071534	9/25/2012	
	Total Acres	21.7				

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2012)

(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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. 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 Governmentwide 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.

(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.

(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—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(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.

(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-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 FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (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.

(3) 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 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.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2013)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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 check as appropriate.]

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13)(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.

___ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

- ___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (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.
- ___ (iv) Alternate III (Jul 2010) of 52.219-9.
- ___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- ___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- ___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ___ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- ___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- ___ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ___ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- ___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ___ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- X** ___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- __ (ii) Alternate I (Mar 2012) of 52.225-3.
- __ (iii) Alternate II (Mar 2012) of 52.225-3.
- __ (iv) Alternate III (Nov 2012) of 52.225-3.
- __ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- __ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- __ (45) 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)).
- __ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

X (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

- __ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- __ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (51)(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.]

- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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.*).
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (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 (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- __ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- __ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- __ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- __ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- __ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

BIOBASED PRODUCT CERTIFICATION (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION

CONTRACTS

(JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)).

For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: John Swizdor jvswizdor@fs.fed.us

Reporting Bio-Based Products Website: <http://www.biopreferred.gov/FARReporting/FARReporting.xhtml>

RECOVERED MATERIAL CERTIFICATION (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.