clause entitled "Buy American Act—Trade Agreements—Balance of Payments Program": (Insert line item numbers)

- (4) Offers will be evaluated in accordance with part 25 of the Federal Acquisition Regulation.
- (g) Buy American Act—North American Free Trade Agreement (NAFTA) Implementation Act—Balance of Payments Program Certificate. (Applies only if FAR clause 52.225–21, Buy American Act—North American Free Trade Agreement (NAFTA) Implementation Act—Balance of Payments Program, is included in this solicitation.)
- (1) The offeror hereby certifies that each end product, except those listed in paragraph (g)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act—North American Free Trade Agreement (NAFTA) Implementation Act—Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.
- (2) Excluded End Products:

Line Item No. Country of Origin

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(2) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. Offerors must certify by inserting the applicable line item numbers in the following:

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program:"

(Insert line item numbers)

- (4) Offers will be evaluated in accordance with FAR part 25.
- (h) *Procurement Integrity Certification (41 U.S.C. 423).* (Applies only if the contract is expected to exceed \$100,000.)
- Ĭ, the undersigned, am the officer or employee responsible for the preparation of this offer. I certify, to the best of my knowledge and belief, that either—

I have no information, or I have disclosed information to the Contracting Officer concerning a violation or possible violation of subsection (a), (b), (d) or (f) of 41 U.S.C. 423, Procurement Integrity, or its implementing regulations that may have occurred during the conduct of this procurement.

Signature of the officer or employee responsible for the offer and date. (End of Certification) (End of Provision)

52.212–4 Contract Terms and Conditions—Commercial Items.

As prescribed in 12.302(b)(3), insert the following clause:

Contract Terms and Conditions— Commercial Items (Date)

Acceptance. The Contractor shall tender to the Government for acceptance only supplies or services that the Contractor has inspected in accordance with its commercial inspection system and found to be in conformity with contract requirements. The Government has the right to inspect or test all supplies or services after they have been tendered for acceptance. Acceptance shall be conclusive except for patent defects, latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract. The Government may require correction or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price, or require an adjustment to the contract price to reflect the reduced value of the nonconforming supplies or services. Revocation of acceptance shall occur (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before substantial change occurs in the condition of the item. This limitation does not apply to changes in condition caused by the defect.

Assignment. The Contractor or its assignee, may, when done in accordance with the provisions of the Assignment of Claims Act (31 U.S.C. 3727), assign its rights to be paid amounts due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency.

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

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.

Definitions. The clause at FAR 52.202–1, Definitions, is incorporated herein by reference.

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.

Invoice. The Contractor shall submit an original invoice and three copies to the

- address designated in the contract to receive invoices. An invoice must include—
 - (1) Name and address of the Contractor;
 - (2) Invoice date:
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated office.

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.

Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A–125, Prompt Payment.

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 date on which an electronic funds transfer was made.

Risk of Loss. Unless the contract specifically provides otherwise, risk of loss or damage shall remain with the Contractor until, and shall pass to the Government upon:

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

(2) Acceptance by the Government or delivery of the item(s) to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

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

Termination. 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 reasonable termination charge considering the percentage of the contract price reflecting the