SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*	1. REQUISITION NUMBER	PAGE **1 of 14**

2. CONTRACT NUMBER	3.AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER **SSN10007Q0038**	6. SOLICITATION ISSUE DATE August 30, 2007
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Stella Heng stellah@state.gov		b. TELEPHONE NUMBER 6476-9304	8. OFFER DUE DATE/ LOCAL TIME **Sept 10, 2007 at 4.30 pm**

9. ISSUED BY CODE	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
GENERAL SERVICES OFFICE American Embassy 27 Napier Road Singapore 258508	[**X**] UNRESTRICTED [ ] SET ASIDE % FOR [ ] SMALL BUSINESS [ ] SMALL DISADV BUSINESS [ ] 8(A) SIC: SIZE STANDARD:	[X] SEE SCHEDULE 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION [X] RFQ [ ] IFB [ ] RFP	

15. DELIVER TO CODE	16 . ADMINISTERED BY CODE
27 Napier Road Singapore 258508	ICE American Embassy

17a. CONTRACTOR OFFEROR	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE
		Financial Services Center American Embassy Bangkok, Thailand
[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [X] SEE ADDENDUM ON PAGE 8

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (S$)	24. AMOUNT (S$)
	Supply and delivery of one unit sedan (Use Reverse and/or Attach Additional Sheets as Necessary)				See quote

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[x] 27a. SOLICITATION INCORPORATES BY REF. FAR 52.212-1, 52.212-4. FAR 52.212-3 AND52.212-5ARE ATTACHED. ADDENDA [x] 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 **TWO (2)** 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 HEREIN.	[ ] 29. AWARD OF CONTRACT: REFERENCE OFFER DATED. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____ .

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

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- Offeror Representations and Certifications

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER SSN10007Q0038
PRICES, BLOCK 23

I. Scope of Services

A. The Contractor shall supply and deliver the vehicle listed below to the U.S. Embassy in Singapore. (*The quoter may quote for more than one model*)

B. This is a "firm-fixed price" type of purchase order/contract.

C. The price listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required vehicle(s) to the American Embassy located at 27 Napier Road, Singapore.

D. All prices are in Singapore Dollars (unless otherwise stated).

II. Pricing

Clin	Description	Model	Quantity	Total Price (S$)
01	4-door sedan	_____	one (1)	_____

(Offeror must provide brochures and specifications with their price. The Offeror may submit his price on his company's letterhead)

CONTINUATION TO SF-1449, RFQ NUMBER SSN10007Q0038
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. Vehicle Requirements

An important requirement of this vehicle are safety features and driver and passenger comfort whilst performing long-distance runs.

Line Item 01: 4 door sedan: above 1950cc, fuel injection petrol engine, 4 valve/cylinder; twin overhead camshafts; automatic, right-hand drive, petrol, automatic transmission, power steering, automatic climate control air-con system, power windows, remote central locking, seatbelts for driver and all passengers, driver and front passenger airbags, side air bags, anti-locking brakes, radio and CD player with control buttons built into steering wheel (if available), Anti-UV heat reflecting glass; darker laminate for windscreen and windows (shade of laminate for windows will be darker than that approved by LTA), power seating, leather and power (front) seating, fog lamps, parking distance assistant, 17" alloy wheels.

The vehicle must also have cruise control and acceleration from 0-100km/hr in 9.5 secs or less.

Offerors must provide good after-sales service. The Government will consider warranty terms including number of free services after purchase.

All vehicles shall be diplomatic-registered so price shall be with duty free, without COE, without insurance, without GST except for locally installed accessories. Only vehicles manufactured after 2007 will be considered.

The Government will arrange for the vehicle's insurance.

II. Delivery Location and Time

The Quoter shall state delivery time for each vehicle. The Government will require the vehicle earliest possible, subject to approval by the Ministry of Foreign Affairs. The Government anticipates that delivery be made end before Oct 2007.

The Contractor shall deliver the vehicle in pristine condition to the American Embassy located at 27 Napier Road, Singapore.

The Contractor shall notify the Contracting Officer's Representative (COR) at least 3 days prior to delivery of vehicle to ensure that he is available to inspect and accept delivery of the vehicle.

III. Payment

No deposit will be paid on the vehicle. One hundred percent (100%) of the contract price shall be paid after the following:

1. Delivery of vehicle in satisfactory condition;
2. Presentation of an invoice; and
3. Delivery of any other documents to be provided by the Contractor as a condition of the making of final payment, example warranties and ownership papers.

The Contractor should expect payment 30 days after receipt of accepted vehicle or 30 days after receipt of invoice at the Embassy's payment office whichever is later.

An original invoice must be sent to FMO – Voucher Section, American Embassy, 27 Napier Road, Singapore 258508.

SECTION 2 - CONTRACT CLAUSES

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.acqnet.gov/far

DOSAR clauses may be accessed at: http://www.statebuy.state.gov/dosar/dosartoc.htm

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (FEB 2007), is incorporated by reference. (See SF-1449, block 27b).

ADDENDUM TO 52.212-4

None

The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (JUN 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) (Public 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:

[Only checked clauses are applicable]

	Clause Number and Title
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006).
	(2) – (14) [Reserved].
X	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (DEC 2006) (E.O. 13126).
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(17) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X	(26) 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).
	(27) – (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
X	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(35)(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) [Reserved]

(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) *[This paragraph applies only if award is made to a U.S. firm]* 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 (vi) 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 (SEPT 2006) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer 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 (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 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) [Reserved].

(vii) 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).

ADDENDUM TO CONTRACT CLAUSES
DOSAR CLAUSES NOT PRESCRIBED IN PART 12

The following DOSAR clauses are provided in full text:

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Goods and Services Tax (GST) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

_____

_____

_____

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Matthew Spelberg, ICE.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:
(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
(2) That is has obtained all necessary licenses and permits required to perform this contract; and,
(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JAN 2006), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

Quoters may propose multiple models but must provide the following information for each model:

(1) your best price
(2) warranty terms
(3) delivery time
(4) date of manufacture
(5) country of manufacture
(6) specifications and feature of proposed vehicle. Please list.
(7) brochures for each model.
(8) information on after-sales service.

The Government reserves the right to view a similar proposed vehicle at the quoter's showroom/office.

Please submit your quote by **September 10, 2007, 4.30 pm**. Quotes and brochures must be attentioned to the Contracting Officer, GSO/Procurement, and may be either faxed in to 6476-9003 or delivered to American Embassy, 27 Napier Road or emailed to stellah@state.gov. For deliveries, please contact Stella Heng at stellah@state.gov or by phone at 6476-9304 or Saskia Luk at Lukky@state.gov or by phone at 6476-9244 for acceptance of quotation.

Quotes must remain valid for **30 days after close date** unless otherwise stated by the offeror.

For enquiries on this Request for Quotation, please contact Stella Heng at stellah@state.gov or 6476-9304 or Randy Calvert at calvertrd@state.gov or 6476-9089.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://www.arnet.gov/far/ or http://farsite.hill.af.mil/search.htm

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

Clause	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (JUN 1999)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Karen Stanton, at tel: 6476-9187 or tel: 6476-9040. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the responsible Quoter whose quote is most advantageous to the Government, from a standpoint of price and other considerations, example, safety, fuel economy, after-sales service.

- Quoters shall submit a complete quote, including SF 1449, Price and Section 5 (REPRESENTATIONS AND CERTIFICATIONS).

- The Government reserves the right to reject proposals that are unreasonably low or high in price.

- The Government will determine Quoter acceptability by assessing the Quoter's compliance with the terms of the RFQ.

- The Government will determine Quoter responsibility by analyzing whether the apparent successful Quoter complies with the requirements of FAR 9.1, including:

    - adequate financial resources or the ability to obtain them;
    - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
    - satisfactory record of integrity and business ethics;
    - necessary organization, experience, and skills or the ability to obtain them;
    - necessary equipment and facilities or the ability to obtain them; and
    - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at *http://orca.bpn.gov*. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]—

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (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 (3l 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 U.S. 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.

(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) – (d) [Reserved]

(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) –(g) Reserved

(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 products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(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.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly –

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [ ] Outside the United States.

(k)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at *http://orca.bpn.gov*. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.