

**PHOTOCOPIER SUPPLIES AND SERVICES  
BASED ON A PRICE PER COPY CHARGE  
UNIFORM CONTRACT FORMAT**

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Model Contract

**UPDATES TO THE MODEL**

12/16/13 – Update FAC 2005 – 64 thru 69

08/20/13 – Updated VAT, Section G.2(f) Version A

05/17/13 – Update VAT info, Sections B.2 & G.2(a)(4) f)

05/09/13 – Update Section L

03/23/13 – Update FAC 2012-18

10/12/12 – Update per FAC 2005 – 60-63 (52.204-8, 52.225-25)

09/10/12 – Updates required by PIB 2012-16, 17 and 18

05/23/12 – Updated required by FAC 205-56-59, PIB 2012-11 and -10 (notes on inherently govt, 52.204-7, 52.245-1, 52.232-32, 52.245-9, and 52.204-8)

02/22/12 – Update per FAC 2005-55 (52.204-8, 52.204-10, 52.209-7, and 52.209-9)

12/23/11 – Updates per FAC 2005-54 (52.204-8 and 52.225-25)

07/20/11 – Updates required by DOSAR (652.204-70; 652.237-71)

07/13/11 – Updates required by FAC 2005-53 (52.223-18, 52.215-10, and 52.215-11)

07/07/11 – Updates required by FAC 52. (52.216-7, 652.242-73, 652.229-70, 52.204-8, 52.209-2)

04/06/11 – Update per FAC 2005-48, 49, 50 and 51

02/28/11 – Correction to update required by FAC 2005-47.

02/22/11 – Updated per FAC 2011-7 by deleted 52.209-8 and replacing with 52.209-9 ALT 1

01/24/11 – Update per FAC 47-48 and PIB 2011-3, 52.204-8, and 52.209-8

10/19/10 – FAC 2005-46 update 52.244-6, 52.204-8 and add 52.225-25

10/12/10 – FAC 2005-46 add 52.223-18

09/03/10 – FAR 2005-45 update all required FAR clauses

07/22/10 – FAC 2005-44 add 52.204-10

07/14/10 – FAC 2005-43 update to (52.245-1 and 52.222-19)

07/01/10 – Update FAC 2005-42 (52.244-6)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

04/29/10 – No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; FAC 2005-40 has the following changes:  
(52.244-6, 52.203-13) (52.209-5) (52.209-7) (52.209-8)

01/12/10 – Change required by FAC 2005-38 (52.222-39, 52.244-6)

08/27/09 – Changes required by FAC 2005-35 and 36 (52.222-19, 52.225-20, 52.244-6)

08/17/09 – Change required by FAC 2005-34 (Add 52.209-2)

06/29/09 - No change required by FAC 2005-32&33

05/19/09 – Change required by FAC 2005-31 (52.215-2)

03/09/09 - Change required by FAC 2005-29 and 30 (52.244-6, 52.204-8, 652.206-70)

12/29/08 – FAC 2005-28 (52.203-13 and 52.244-6)

10/08/08 – Update FAC 27 (52.232-17, 52.232-25)

07/28/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/14/08 – Change required by FAC 26 (52.225-13 and 52.225-20)

06/05/08 – Change required by FAC 2005-23 (none) 24, & 25

06/02/08 – Added note to include 52.225-19 if danger post

01/31/08 – No update required by FAC 2005-23 and updated DBA rates

12/05/07 – No change required by FAC 2005-21 & 22

09/20/07 - No update required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.203-12 & 52.203-11)

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71) and add DOSAR 652.228-70

07/17/07 – Change required by FAC 2005-18 – no change required

07/11/07 – Change required by FAC 2005-17 (52.245-1, 52.245-2)

03/26/07 – Change required by FAC 2005-16 (52.244-6)

01/29/07 – checked DBA rate

01/04/07 – No change required by FAC 2005-15

12/13/06 – No change required for FAC 2005-14.

12/07/06 – changes required by FAC 2005-13 (52.203-6, 52.2-9-6, 52.244-6)

08/03/06 – Change to FAR internet reference; no update required for FAC 2005-12

07/21/06 - No update required by FAC 2005-11

07/10/06 – Change required by FAC 2005-10 (52.204-7, and 652.228-74)

02/13/06 – Change required by FAC 2005-07 (52.204-8, 52.225-13, 52.244-6)

01/06 – No update needed for FAC 2005-8

12/14/05 – Change to date of 52.244-6 to reflect that change in FAC 2005-1 was only to clause prescription

10/20/05 – FAC updates for 2005-6 (52.203-11, 52.203-12)

08/19/05 – No change for FAC 2005-05

05/13/05 – No change required by FAC 2005-3 because 52.225-13 updates dates made in 2005-2.

04/15/05 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.244-6, Subcontracts for Commercial Items and 52.225-13, Restrictions on Certain Foreign Purchases to MAR 2005)

02/23/05 - Updated 52.209-6 and 52.244-6, and added 52.222-39 and 52.204-8 per FAC 2001-26 and FAC 2001-27

11/02/04 – Added 52.233-4 Section I per FAC 2001-25

06/30/04 – Update 52.219-1, 52.244-6, and 52.202-1 Section I per FAC 2001-23 and 24

04/27/04 – DOSAR update. Deleted 652.228-70 and inserted new version of 652.216-70 and 652.237-72

04/16/04 – No updates required for FAC 2001-21 and FAC 2001-22.

01/29/04 - No change for FAC 2001-17, changes for FAC 2001-18 (update 52.225-13) and FAC 2001-19 (update of 52.222-19)

10/29/03 - Updated FAC 2001-16 (FAR 52.204-6, 52.204-7, 52.232-25, and 52.225-13

05/29/03 - Updated for FAC 2001-14, FAR 52.203-12, 52.225-13 and 52.229-6 (JUN 2003) in Section I.

03/19/03 - Updated for FAC 2001-13, FAR 52-244-6

01/15/03 - No update needed for FAC 2001-11

12/18/02 – No revisions required by FAC 2001-10.

09/11/02 – Updated for FAC 2001-09, Section I, FAR 52.222-19.

07/16/02 - Updated for FAC 2001-8, Section I, FAR 52.233-1

05/15/02 – Updated FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS to MAY 2002 version due to FAC 2001-7. Also added FAR 52.222-19 to Section I

## CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

**The following is a model cost per copy solicitation.** This solicitation should be used when post wants a contractor to provide copiers (which will remain the contractor's property) and maintenance services, including all copier supplies, except paper. The price to be charged is a price per copy. [The term "cost per copy" is an industry term; in reality, the contract type is an indefinite-delivery indefinite-quantity type of contract (because the number of copies can only be estimated. In reality, it is priced so that the Government pays a firm-fixed price per copy made on the copier.

- Instructions for each [*Notes to Contracting Officer*] have been followed
- FAR part 12 addresses commercial item acquisitions. FAR part 2 defines a commercial item. If you are uncertain whether these services in the host country fall within the commercial item definition, please contact your A/OPE Desk Officer, who will assist you in making that decision. Link to the FAR at: <http://acquisition.gov/far/index.html>
- If this model is being used in lieu of the commercial items model, the Contracting Officer has included supporting rationale as to why it is necessary to use this model.  
(or)
- If this model is being used in lieu of the commercial items model, the Contracting Officer has defended this decision to the A/OPE Desk Officer.
- REQUIRING OFFICES** - All requirements for new services must undergo a pre-award assessment by the Requiring Office to ensure the Statement of Work (SOW) does not include any Inherently Governmental Functions (IGF). The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, attachment 1, is available on e-Forms and will be used to meet this requirement. Link to PIBs on A/OPE intranet site at: [http://aoepd.a.state.gov/content.asp?content\\_id=86&menu\\_id=50](http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50)
- REQUIRED** – Before sending to A/OPE for review, all modified clauses are **highlighted** unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
  - REQUIRED** - Rationale for this modification has been included in the memo requesting review from A/OPE.
  - Highlights** have been removed before issuing solicitation

- If you have questions about FAR Provisions and clauses, consult FAR 52.3, the provision and clause matrix, at [http://acquisition.gov/far/current/html/52\\_301Matrix.html](http://acquisition.gov/far/current/html/52_301Matrix.html). Do not delete any provisions or clauses without talking with your A/OPE Desk Officer.
- Bio-preferred products - If US firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section I.1.
- Appropriate information has been entered into all blank fields
- A/OPE Desk Officer has approved this solicitation when and where approval is appropriate
- The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you'll have a history of what you've done.
- "Model Updates" at the beginning of this document were deleted before final printing.
- ALL "Tick List and Guidance" comments have been deleted before final printing.
- "[Notes to Contracting Officer]" which are embedded in the model have been deleted before final printing
- Contracting Officer has read the solicitation before it has been submitted to A/OPE.
- Contracting Officer has made sure all A/OPE comments are incorporated before issuance.
- Contracting Officer has actually read the final solicitation before distribution and the solicitation makes sense.
- The Proposal due date is at least 30 days after receipt of proposal. Also, the Contracting Officer has ensured this due date does not fall on an Embassy holiday or weekend.
- PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. Link to PIBs on A/OPE intranet site at: [http://aoepd.a.state.gov/content.asp?content\\_id=86&menu\\_id=50](http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50)
- The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award. Link to DOSAR at: <http://aope.a.state.gov/dosar/fullscreen.asp>
- Contracting Officer has negotiated for the lowest price technically acceptable offer.
- SECTION A (SF-33) Completed
  - Complete blocks 1 through 11 of the SF-33 Solicitation, Offer and Award.

- Block 11, Table of Contents - Identify page numbers of each section.
- SECTION B Completed
  - Post has reviewed the historical data associated with temporary additional services to determine whether or not these services are required or necessary.
- SECTION C Completed
  - You have coordinated the tasks with the requirements office to ensure all tasks are necessary to include the timing.
- SECTION I Completed
  - FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- SECTION I – Defense Base Act Insurance clauses reviewed and modified
  - When the Contracting Officer has a reasonable expectation that no covered contractor employees (for definition of covered versus non covered employees, see PIB 2009-20 on A/OPE intranet site at: [http://aoepd.a.state.gov/content.asp?content\\_id=86&menu\\_id=50](http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50) ) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers' compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the solicitation:
    - FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. Place in Section I.1. (Note that A/OPE has assumed you will use the above clause and has already included it in Section I.1.)
    - Provision entitled *Defense Base Act – Covered Contractor Employees*; place in Section K.9 (Note that A/OPE has assumed you will use the above clause and has already included it in Section K.9.)
  - If, in response to the solicitation, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.

- The Contracting Officer shall then amend the solicitation to add a line item in Section B (see sample language in B.2.7 and actual item in B.3.6 of the LGP model). Link to LGP contract model at:  
[http://aopeed.a.state.gov/content.asp?content\\_id=7&menu\\_id=46](http://aopeed.a.state.gov/content.asp?content_id=7&menu_id=46)
- If covered employees will be employed, delete the following
  - FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas* from Section I.1.
  - Provision entitled 652.228-70 *Defense Base Act – Covered Contractor Employees* from Section K.9

Also add the following clauses/provisions:

- FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section I. Incorporated by reference.
- DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section I. Incorporated in full text. If DOSAR 652.228-71 included delete actual text from paragraphs b, c, d, e and f and mark those paragraphs as “reserved per PIB 2012-17” Link to PIBs on A/OPE intranet site at:  
[http://aoepd.a.state.gov/content.asp?content\\_id=86&menu\\_id=50](http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50)

- Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.

SECTION K.5 COMPLETED - American Business Sources

- For Section K inserts which follow, you have deleted all instructions such as “[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]”
- All Section K.5(b) tick marks such as this one “[ ]” have been appropriately ticked
- If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications

contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).

- If the above conditions are met, include the following at the end of Section K and number as the next sequential number in the K series.

52.219-1 Small Business Program Representations (April 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **323114/561439**.

(2) The small business size standard is **500 staff/\$7.0 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

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

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

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

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone*

*joint venture:* \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“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\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“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 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.  
(End of provision)

If US firms are being solicited/awarded a contract the following FAR clause must be provided in full text in Section I:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Department of Labor, Office of Labor-Management Standards (OLMS) web site at:

<http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

Third Country Nationals (TCN): The clause Recruitment of Third Country Nationals for Performance on Department of State Contracts shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance. Contractors shall submit Recruitment and Housing Plans as appropriate and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans.(PIB 2012-10) Link to PIBs on A/OPE intranet site at: [http://aopepd.a.state.gov/content.asp?content\\_id=86&menu\\_id=50](http://aopepd.a.state.gov/content.asp?content_id=86&menu_id=50)

**RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON  
DEPARTMENT OF STATE CONTRACTS  
(October 17, 2012)**

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

- a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.
- b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.
- c. Provide sample recruitment agreement in English.
- d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the Contractor or subcontractor to work specifically on Department of State jobs.
- e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.
- f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
- g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
- h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the Contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

- a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order

to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip/> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at [OIGHotline@state.gov](mailto:OIGHotline@state.gov).

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to Contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

## Sample Letter to Prospective Offerors

*[Note to Contracting Officer: Insert date]*

*[Note to Contracting Officer: Insert inside address]*

Dear Prospective Offeror:

SUBJECT: Solicitation Number *[Note to Contracting Officer: Insert number and title of project]*

The Embassy of the United States of America invites you to submit a proposal for *[Note to Contracting Officer: Insert a brief description of project scope, location of site]*.

The Embassy intends to conduct a pre-proposal conference at the site, and all prospective offerors who have received a solicitation package will be invited to attend. See Section L of the attached Request for Proposals (RFP).

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" to the *[Note to Contracting Officer: Insert name of Contracting Officer, Address]* on or before *[Note to Contracting Officer: Insert solicitation closing time]* on *[Note to Contracting Officer: Insert solicitation closing date]*. No proposal will be accepted after this time.

In order for a proposal to be considered, you must also complete and submit the following:

1. SF-33
2. Section B, Pricing Schedule
3. Section K, Representations and Certifications;
4. Additional information as required in Section L.

Direct any questions regarding this solicitation to *[Note to Contracting Officer: Insert name]* by letter or by telephone *[Note to Contracting Officer: Insert telephone number]* during regular business hours.

Sincerely,

*[Note to Contracting Officer: Insert name]*

Contracting Officer

## SECTION A

Insert SF-33 here

## PART I - THE SCHEDULE

### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1. Summary of Requirements

This solicitation is for photocopier supplies and services based on a price per copy charge. Contractor furnished services and supplies are to be provided on an indefinite quantity basis with delivery to \_\_\_\_\_ ***[Note to Contracting Officer: Insert name of post]***. Many machines will remain in place for the life of this contract but occasional requests may be made for shorter durations.

The Contractor will retain ownership of all machines being installed in U.S. Government offices under this contract.

The estimated monthly copy volume for each office covering the upcoming \_\_\_\_\_ ***[Note to Contracting Officer: Fill in number of years]*** years is shown in Exhibit A. Some machines will not be replaced with new ones but the copies made will be taken into account for copy commitment purposes. Additional machines may be ordered by the Contracting Officer through task orders by applying the price per copy rate and service requirements of applicable volume bands.

It is the Government's intention to have all ordered copiers in place for the base period of this contract and the option periods if exercised. Prices should be based on the assumption that they all remain in place until the end of the final period of performance. Occasional requests may be made for shorter periods in which case the price per copy rate equal to similarly sized contracted machines within volume bands priced under Section B.3 will be applied.

The Contractor shall provide copier services on a price per copy basis. This price per copy price shall include:

- The usage charge of the proposed copier;
- All necessary consumables, except paper, including but not limited to toner, developer kits, fuser oil, unlimited repair services (emergency repairs and preventive maintenance) during the normal business hours set forth in Section C.6;
- And training of at least one (key) operator for each copier.

#### B.2 Type of Contract

This is an indefinite-delivery indefinite-quantity contract. The Government plans to issue task orders with a price per copy charge and a ceiling price based upon estimated quantities.

## VALUE ADDED TAX

*[Note to Contracting Officer: Does VAT get included in the solicitation?]*

*You need to understand the VAT process of the host government in order to determine if or how VAT should be incorporated into this solicitation. Select either VAT Version A or VAT Version B.*

*Is this acquisition using Foreign Assistance Funds? If yes you must include one of the versions below.*

*Use VAT Version A if the Contractor must invoice the USG and pay VAT to the host government even if the host government later reimburses post. If VAT Version A is selected, Contracting Officer must:*

- *Show the percentage of VAT to be charged, and*
- *State whether the full VAT amount is charged on all aspects of the contract.*

*Use VAT Version B if the Contractor will not be required to invoice for and pay VAT to the host government, either because the host country has no VAT or because the embassy has a tax exemption certificate that relieves our service contractors from collecting and paying VAT. Note that these exemptions frequently only apply when the embassy is directly purchasing goods and do not exempt a service contractor from charging and paying VAT. If the embassy has this certificate, a copy of it or the number of it will need to be furnished to the Contractor for use under this contract.]*

### **VAT VERSION A**

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. The amount of VAT to be charged is \_\_\_%. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

**OR**

### **VAT VERSION B**

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

**B.3. Pricing Schedule**

The Contractor shall provide the following copier models for the price per copy set forth below. The estimated copies per month column represents the estimated total number of copies for all copiers combined, within that category volume range. All prices are in [Note to Contracting Officer: Fill in currency]. The Government will pay no monthly lease charge, maintenance or toner or other copier supply charges under this price per copy arrangement. The prices include all loading, transportation, and installation costs. No other charges will be accepted. The Government will provide only the paper and electricity.

*[Note to Contracting Officer: Revise the Pricing Schedule if post will need no copiers at the higher range of the scale. You should retain all other ranges to allow offerors to propose machines that are best suited for different levels of use. Complete the columns for estimated number of copiers and estimated copies per month]*

**B.3.1. Base Year of Service [Note to Contracting Officer: Insert time period, such as January 1 through December 31, year]**

*[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]*

<b>B.3.1 Base Year of Service</b>					
<b>Copier Workload Volume Description</b>	<b>Offeror provided Copier with Manufacturer's Model Number/Type</b>	<b>Price Per Copy (state currency)</b>	<b>Estimated Quantity of Copiers</b>	<b>Estimated Quantity of Copies</b>	<b>Total Price Per Month for Estimated Quantities</b>
Category One: Volume Over 50,000 copies per month					
Category Two: Volume of 10,001 to 50,000 copies per month					
Category Three: Volume of 5,001 to 10,000 copies per month					
Category Four: Volume of 1,000 to 5,000 copies per month					
Category Five: Volume of Under 1,000 copies per month					
Total Estimated Price per Month					
X 12 months					
Total Estimated Price for Base Year					

**B.3.1.1 MINIMUM AND MAXIMUM AMOUNTS**

During this contract period, the Government will place orders totaling a minimum of [Note to Contracting Officer: Insert Number] copies for this period of performance. The maximum quantity of all orders shall not exceed [Note to Contracting Officer: Insert Number] copies for this period of performance.

**B.3.2. First Option Year**

*[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]*

<b>B.3.2 First Option Year of Service</b>					
<b>Copier Workload Volume Description</b>	<b>Offeror provided Copier with Manufacturer's Model Number/Type</b>	<b>Price Per Copy (state currency)</b>	<b>Estimated Quantity of Copiers</b>	<b>Estimated Quantity of Copies</b>	<b>Total Price Per Month for Estimated Quantities</b>
<u>Category One:</u> Volume Over 50,000 copies per month					
<u>Category Two:</u> Volume of 10,001 to 50,000 copies per month					
<u>Category Three:</u> Volume of 5,001 to 10,000 copies per month					
<u>Category Four:</u> Volume of 1,000 to 5,000 copies per month					
<u>Category Five:</u> Volume of Under 1,000 copies per month					
Total Estimated Price per Month					
X 12 months					
Total Estimated Price for First Option Year					

**B.3.2.1 MINIMUM AND MAXIMUM AMOUNTS**

During this contract period, the Government will place orders totaling a minimum of [Note to Contracting Officer: Insert Number] copies for this period of performance. The maximum quantity of all orders shall not exceed [Note to Contracting Officer: Insert Number] copies for this period of performance.

**B.3.3. Second Option Year**

*[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]*

<b>B.3.3 Second Option Year of Service</b>					
<b>Copier Workload Volume Description</b>	<b>Offeror provided Copier with Manufacturer's Model Number/Type</b>	<b>Price Per Copy (state currency)</b>	<b>Estimated Quantity of Copiers</b>	<b>Estimated Quantity of Copies</b>	<b>Total Price Per Month for Estimated Quantities</b>
Category One: Volume Over 50,000 copies per month					
Category Two: Volume of 10,001 to 50,000 copies per month					
Category Three: Volume of 5,001 to 10,000 copies per month					
Category Four: Volume of 1,000 to 5,000 copies per month					
Category Five: Volume of Under 1,000 copies per month					
Total Estimated Price per Month					
X 12 months					
Total Estimated Price for Second Option Year					

#### B.3.3.1 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government will place orders totaling a minimum of [Note to Contracting Officer: Insert Number] copies for this period of performance. The maximum quantity of all orders shall not exceed [Note to Contracting Officer: Insert Number ] for this period of performance.

#### B.3.4. Third Option Year

*[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]*

<b>B.3.4 Third Option Year of Service</b>					
<b>Copier Workload Volume Description</b>	<b>Offeror provided Copier with Manufacturer's Model Number/Type</b>	<b>Price Per Copy (state currency)</b>	<b>Estimated Quantity of Copiers</b>	<b>Estimated Quantity of Copies</b>	<b>Total Price Per Month for Estimated Quantities</b>
Category One: Volume Over 50,000 copies per month					
Category Two: Volume of 10,001 to 50,000 copies per month					
Category Three: Volume of 5,001 to 10,000 copies per month					
Category Four: Volume of 1,000 to 5,000 copies per month					
Category Five: Volume of Under 1,000 copies per month					
Total Estimated Price per Month					
X 12 months					
Total Estimated Price for Third Option Year					

**B.3.4.1 MINIMUM AND MAXIMUM AMOUNTS**

During this contract period, the Government will place orders totaling a minimum of [Note to Contracting Officer: Insert Number] copies for this period of performance. The maximum quantity of all orders shall not exceed [Note to Contracting Officer: Insert Number] copies for this period of performance.

B.3.5. Fourth Option Year

*[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]*

<b>B.3.5 Fourth Option Year of Service</b>					
<b>Copier Workload Volume Description</b>	<b>Offeror provided Copier with Manufacturer's Model Number/Type</b>	<b>Price Per Copy (state currency)</b>	<b>Estimated Quantity of Copiers</b>	<b>Estimated Quantity of Copies</b>	<b>Total Price Per Month for Estimated Quantities</b>
Category One: Volume Over 50,000 copies per month					
Category Two: Volume of 10,001 to 50,000 copies per month					
Category Three: Volume of 5,001 to 10,000 copies per month					
Category Four: Volume of 1,000 to 5,000 copies per month					
Category Five: Volume of Under 1,000 copies per month					
Total Estimated Price per Month					
X 12 months					
Total Estimated Price for Fourth Option Year					

B.3.5.1 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government will place orders totaling a minimum of [Note to Contracting Officer: Insert Number] copies for this period of performance. The maximum quantity of all orders shall not exceed [Note to Contracting Officer: Insert Number] copies for this period of performance.

<b>Grand Total for Base plus All Option Years</b>	
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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1. Performance Work Statement (PWS) - Equipment Capabilities

All models of copier provided under this contract shall meet the requirements stated below. Contractor personnel shall be fully trained to maintain and service all models provided under this contract.

***[Note to Contracting Officer: These specifications may be revised to fit post's needs.]***

C.1.1 Copiers with average copy counts of up to 1,000 copies per month (Category Five) shall provide the following at a minimum:

- a) Copy speed of at least 15 letter size (or A4) copies per minute.
- b) Mobile cabinet base.
- c) Receiving bin.

***[Note to Contracting Officer: Specify the U.S. size paper in paragraph d) below whether the trays must be for letter size (8 1/2 inches x 11 inches) or legal size (8 1/2 inches by 14 inches). This clarification will be necessary for each reference to paper trays throughout paragraphs C.1.2 through C.1.5.]***

- d) Two adjustable paper trays to accommodate A4 and U.S. size paper.
- e) Reduction and enlargement modes.
- f) Platens of a minimum of 11" x 17"

C.1.2. Copiers with a minimum of 1,000 copies per month and a maximum of 5,000 copies per month (Category Four) shall provide the following at a minimum:

- a) Copy speed of at least 25 letter size (or A4) copies per minute.
- b) Mobile cabinet base.
- c) Receiving bin.
- d) Two adjustable paper trays to accommodate A4 and U.S. size paper.
- e) Reduction and enlargement modes.
- f) Platens of a minimum of 11" x 17"
- g) 10 bin sorter capacity.
- h) Automatic document feeder.
- i) Book copying capabilities.
- j) Front loading paper storage.

C.1.3. Copiers with a minimum of 5,001 copies per month and a maximum of 10,000 copies per month (Category Three) shall provide the following at a minimum:

- a) Copy speed of at least 35 letter size (or A4) copies a minute.
- b) Mobile cabinet base.
- c) Receiving bin.
- d) Two adjustable paper trays to accommodate A4+U.S. size(s) paper. The standard tray should hold 500 sheets.
- e) Reduction and enlargement modes.
- f) Platens of a minimum of 11" x 17"
- g) 10 bin sorter capacity.
- h) Automatic document feeder for up to 50 pages.
- i) Book copying capabilities.
- j) Front loading paper storage.

***[Note to Contracting Officer: Paragraph m) below may be used as part of the specifications for other Categories of copiers if deemed appropriate.]***

- m) Copy control device which inhibits use without a code number, capable of accommodating up to 10 accounts. Monthly copy counts by codes shall be accessible by display screen or printed report. This feature is to be installed and/or activated upon request of the COR on select machines.

C.1.4. Copiers with a minimum of 10,001 copies per month and a maximum of 50,000 copies per month (Category Two) shall provide the following at a minimum:

- a) Copy speed of at least 55 letter size (or A4) copies per minute.
- b) Mobile cabinet base.
- c) Receiving bin.
- d) Minimum of three paper trays to accommodate A4, A3, and U.S. size paper. The standard tray should store at least 1000 sheets.
- e) Reduction and enlargement modes.
- f) Platens of a minimum of 11" x 17"
- g) 20 bin sorter with 30 page capacity.
- h) Automatic document feeder for up to 50 pages.
- i) Stapling capabilities, either on-line or off-line.
- j) Automatic duplexing.
- k) Book copying capabilities.
- l) Front loading paper storage.

C.1.5. Copiers with a minimum of 50,001 copies per month (Category One) shall provide the following at a minimum:

- a) Copy speed of at least 75 letter size (or A4) copies per minute.
- b) Mobile cabinet base.
- c) Receiving bin.

- d) Minimum of three paper trays to accommodate A4, A3, and U.S. size paper. The standard tray shall store at least 1000 sheets.
- e) Reduction and enlargement modes.
- f) Platens of a minimum of 11" x 17"
- g) 20 bin sorter with 30 page capacity.
- h) Automatic document feeder for up to 50 pages.
- i) Stapling capabilities, either on-line or off-line.
- j) Automatic duplexing.
- k) Front loading paper storage.

## C.2. Consumable Supplies

The Contractor shall furnish all consumable supplies required for copying operations; however, the Government will provide copying paper. To ensure that consumables are available at all times, the Contractor is required to supply the Key Operator with a stock of consumables for warehouse storage. (See Section, G.1.2 for Key Operator details.) The Contractor shall ensure that a stock of two months supply of consumables is available at all times and placed in the location designated by the COR. Each Key Operator will coordinate delivery of supplies to machines and users.

## C.3. Maintenance

C.3.1. Preventive Maintenance - The Contractor shall provide preventive maintenance service calls to ensure that copiers are maintained in good working condition. Maintenance calls shall be at intervals which meet commercial standards, but not less than twice per year. These calls shall be made during normal business hours (See C.6).

C.3.2. Response To Service Calls - The Contractor shall respond to oral service calls placed by the Key Operator for the copier requiring service, within twenty four (24) hours of notification during normal Embassy working hours. The response time on service calls shall commence when Key Operator contacts the Contractor. In cases where a copier cannot be repaired within forty eight (48) hours, the Contractor shall provide a replacement machine of equal or greater capabilities. Replacement machines shall remain in use until the original machine is repaired or permanently replaced. Copies made on a replacement machine will be taken into account for copy commitment purposes. If a replacement machine is for a higher volume band, the cost-per-copy price for the original machine will apply.

C.3.3. Replacement Copiers - The COR may request a newly manufactured replacement copier at any time in the event of machine break down or malfunction resulting in downtime of more than sixteen (16) hours per month. The Contractor shall provide a replacement machine of equal or greater capabilities to assure that offices go no longer than forty eight (48) hours without copier facilities. Upon delivery of a replacement machine, the Contractor shall advise the COR (with a copy to the Contracting Officer) of the serial number, location, and model number. If a replacement machine is for a higher volume band, the price per copy for the original machine will continue to apply. The Contractor is solely responsible for maintaining copiers in good condition.

## C.4. Operational Requirements

C.4.1. Equipment Demonstrations - During installation of copiers, the Contractor must demonstrate to the Key Operator that copiers are in proper operating condition. Following successful demonstration, the Contractor will schedule a session to instruct authorized users on operating instructions and service call procedures.

C.4.2. Operator Training - The Contractor shall provide training for Key Operators on site at the time of initial installation, at a mutually agreeable time. At time of training, key codes will be provided on machines shared by multiple agencies and reported to the Contracting Officer.

C.5. Machine Movements

All machine movements will be the responsibility of the Contractor. Deliveries, installations, and removals at the end of the contract period or when no longer required will always be coordinated with the COR.

C.6. Normal Business Hours for Government

The Contractor shall provide all required types of maintenance service as well as copier installation, equipment demonstrations, and training services on ***[Note to Contracting Officer: List days of the week, such as Monday-Friday excluding Holidays listed in I.33]*** during the hours of ***[Note to Contracting Officer: List the hours the Contractor must be available]***

## SECTION D - PACKING AND MARKING

### D.1. Packing, Shipping and Delivery

D.1.1. The Contractor shall provide commercial packing, marking and movement of equipment to ensure receipt of undamaged equipment.

D.1.2. The Contractor shall schedule all deliveries in advance with the COR in advance with the COR (for copier delivery/installation) and with the Key Operator (for all other deliveries). The Contractor shall provide advance notice of copier delivery and installation at least ***[Note to Contracting Officer: Fill minimum number of days]*** days before copier arrival. The Contractor shall provide notification of arrival of supplies, unless handcarried by service technician at least ***[Note to Contracting Officer: Fill in minimum number of days]*** days before scheduled arrival.

D.1.3. Upon delivery the Contractor shall provide the Key Operator, with a copy to the COR, the following information on the equipment:

- a. Description
- b. Serial number
- c. Delivery location
- d. Applicable copy cost

### D.2. Labeling of Shipments

The Contractor shall mark shipments for the Key Operator at site of deliveries. There is a separate Key Operator for each copier location.

### D.3. Copying equipment for sensitive work areas

Some of the copiers being ordered under this contract may have to be installed in sensitive working areas. Because of security requirements it will be necessary for an American Officer, normally the COR or Contracting Officer, to randomly select this equipment at the Contractor's warehousing facilities. The Contractor will make available sufficient copiers to allow for this random selection. The Government will state the required number at time of contract award. Once the selection has been made, the Contractor shall move the equipment to the Embassy and install it in the designated locations. While enroute from the Contractor's facilities to the Embassy, the equipment will have to be accompanied by an American Officer at all times. Pick-up, loading, haulage, and moving to its location (not necessarily installation) will have to be done in one move.

SECTION E - INSPECTION AND ACCEPTANCE

E.1. Inspection and Acceptance (Destination)

Inspection and acceptance of the supplies or services to be furnished shall be made at destination by the receiving activity and be confirmed by a receiving report.

E.2. The following clause applies for services provided.

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract 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:

<http://www.acquisition.gov/far/> (or) <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4      INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

E.3 Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<p><b><u>Services.</u></b> Performs all copier services set forth in the performance work statement (PWS)</p>	<p>Section C.1 thru C.6</p>	<p>All required services are performed and no more than one (1) <b><i>[Note to Contracting Officer: Insert different number if desired]</i></b> customer complaint is received per month</p> <p><b><i>[Note to Contracting Officer: Add other measures as desired]</i></b></p>

E.3.1 SURVEILLANCE The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.3.2 STANDARD The performance standard is that the Government receives no more than one (1) [*Note to Contracting Officer: Insert other number if desired*] customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

### E.3.3 PROCEDURES

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1. Period of Performance

*[Note to Contracting Officer: Select only one of the two versions suggested in F.1.1.]*

F.1.1. The performance period of this contract is one year from date of contract award.

**OR**

F.1.1. The performance period of this contract is from \_\_\_\_\_ *[Note to Contracting Officer: Fill in actual date]* to \_\_\_\_\_ *[Note to Contracting Officer: Fill in actual date, not later than twelve months later]*.

F.1.2. The Government may extend this contract for up to four (4) additional 12-month periods in accordance with the option clause in Section I. 52.217-9, Option to Extend the Term of the Contract, which also specifies the total duration of this contract. See also Section I, FAR 52.217-8, Option to Extend Services, for up to an additional six months of optional performance, if required by the Government.

### F.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract 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:

<http://www.acquisition.gov/far/> or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-15	STOP WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (AUG 1984)

### F.3. Time of Delivery

The Contractor shall install copiers following instructions provided by the Contracting Officer on signed task orders, as coordinated with the COR. Delivery will occur within thirty days of award of each task order unless the task order states otherwise.

#### F.4. Changes in Copier Requirements

The number of copiers in use may change at any time. The Contracting Officer is the only person authorized to increase and decrease the number of machines. Changes are made in the form of a task or task order modification. The Contractor shall place in service new and additional copiers as requested at a copy rate equal to similarly sized machines within volume bands, as banded and priced in Section B. For copiers added during any contract year, the respective contract year rate will apply.

#### F.5. Requests for Consumables

The Key Operator will place orders with the Contractor for consumables excluding paper. Orders may be placed by phone or fax. The Contractor shall deliver the consumables within six working days of order placement, to either the Key Operator or Embassy Warehouse, as requested by the Key Operator.

#### F.6. Contractor's Reports

The Contractor shall maintain an inventory of equipment delivered under this contract. At time of monthly invoicing the Contractor shall provide the Key Operator, with a copy to the COR:

- a) Make and model
- b) Location and serial number of machine
- c) Record of repairs and maintenance performed
- d) Monthly volume of copies made by machine
- e) Total cost for copying services for month

#### F.7. Meter Card Requirements

Contractor personnel shall be responsible for physically taking meter readings on each copier every month. The only exception is for machines located in secure areas for which Contractor staff shall call the Key Operator(s) for that copier(s) and request monthly readings orally. The Contractor shall periodically confirm readings in secure areas by sight by making an appointment for access. The Contractor shall keep copy count data on all machine reports and invoices.

#### F.8. Placing of Service Calls

Only individuals designated as Key Operators are authorized to place oral or written service calls and to request replenishment supplies.

#### F.9. Machine Usage

The Government will make every effort to ensure that copiers put in place are selected based on volume of copies produced and minimum features required. If the Contractor becomes aware of any particular site where a copier is regularly being over used or under used, the Contractor may recommend replacing that machine with one more appropriate. If the Contracting Officer determines corrective action is appropriate, the Contracting Officer will outline the changes in writing through a modification to the contract or task order.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1. Contracting Officer's Representative (COR) and Key Operators

#### G.1.1. 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 the *[Note to Contracting Officer: Fill in COR by job title rather than by name, i.e., Facilities Maintenance Manager]*

G.1.2 Duties - The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

#### G.1.3 Key Operators

(a) The COR will provide to the Contractor a list of Key Operator(s) for each copier installed not later than the date on which the copier is installed. The COR will update this list as necessary.

(b) The Key Operator will be the Contractor's first point of contact on issues relating to individual copies, except for initial copier installation, for which the COR shall be the first point of contact. If there is an issue that cannot be resolved at the Key Operator level, the Contractor shall elevate the issue to the COR for resolution.

### G.2. Invoice Requirements and Payment

(a) The Contractor shall submit invoices to the COR at the address shown in paragraph (e) below. A proper invoice must include the following information.

- (1) Contractor's name and mailing address (for payments by checks) or Contractor's name and bank account information (for payments by wire transfers).
- (2) Invoice date.
- (3) Contract number.
- (4) Summary showing a listing of each machine by location and serial number with a total monthly price for that machine. Attached to each summary invoice a detailed invoice for each agency

for which one or more copiers is provided under this contract. This detailed invoice shall list a description of services provided during the time period involved with the following additional information:

- a) Make and model of machine
- b) Location and serial number of machine
- c) Monthly volume of copies made by machine
- d) Copier rate applied and total price for copying services
- e) Calendar month covered by invoice

***[Note to Contracting Officer: Include VAT Version A, if the Contractor must submit VAT for this contract to the host government. Include VAT Version B if the host government will not require submission of VAT by the Contractor for this contract.]***

#### **VAT VERSION A**

f) VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

**OR**

#### **VAT VERSION B**

f) VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

(5) Prompt payment discount, if any.

(6) Name, title, phone number, and address of person to contact in case of a defective invoice.

(b) If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendar days. The Contractor must then submit a proper invoice.

(c) At the time of placement for each copier, the task order will include the name of the agency for which the copier is ordered. This is the agency name which the Contractor shall use when creating his invoice.

(d) The COR will take each summary invoice and furnish the detailed invoice to the appropriate official in that agency. That agency representative will review the detailed invoice and either mark it "inspected and accepted" or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.

(e) The Contractor shall send invoices to the following address:

**[Note to Contracting Officer: The address should be the same as the address for the FMO. The FMO will receive the invoice, log it in, and forward to the COR]**


(f) The designated Government payment office for this contract is shown in Block 25 of Standard Form 33, “Solicitation, Offer and Award”.

(g) Payment shall be made in local currency.

**G.3. Task Orders**

(a) Work shall be authorized only through written task orders or task order modification signed by the Contracting Officer. Each task order will state a ceiling price.

(b) The Contractor shall perform only those services specifically authorized in the individual task orders issued under this contract. The Contractor shall complete all work and services under this contract within the period of performance specified in the task orders.

**G.4. Ordering Official**

The designated ordering individual for this contract under FAR 52.216-18 ORDERING is the Contracting Officer.

***[Note to Contracting Officer: Include the following clause if VAT will apply to this contract:]***

**G. *[Note to Contracting Officer: Select number]*** The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### H.1. Security

The Government reserves the right to deny access to U.S. - owned and U.S. - operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall work on this contract prior to their utilization. The Government may issue identity cards to approve Contractor personnel working at the Embassy, each of whom shall display his/her card(s) on his/her attire at all times while on Government property. These identity cards are the property of the Government, and the Contractor is responsible for returning them at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

H.1.1. Government Approval and Acceptance of Contractor Employees. The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including proof of successful employment during the past three years as well as recommendation(s) from their respective supervisor(s). Also required is a police check covering criminal and/or subversive activities, and a check of the personal residence. The Contractor shall provide all such investigations in summary form to the COR for review and approval or disapproval.

H.1.2. Escorts For Sensitive Work Areas - Machines located in sensitive areas of the Embassy require that Contractor employees be escorted by American personnel during work on the machines. The COR will identify the affected offices upon contract award so Contractor personnel can schedule service with an appointed escort.

H.2. Machine Movements - The Contractor shall be responsible for all machine movements, deliveries, installations and removals.

H.3. Discontinuance of Service – If the Contracting Officer requests removal, change or the addition of any copier site by task order or task order modification, the Contractor shall take action within thirty (30) days of receipt of task order or task order modification. There will be no charge associated with removal, movement or addition of copiers.

H.4. Ownership of Copiers - Title to equipment provided under this contract shall remain with the Contractor. While copiers are installed on Government premises, the Contractor shall assume all responsibility for loss or damages to copiers except for loss or damage caused by the negligence or willful act of the Government. In the case of Government negligence or damage, the Contractor shall submit to the COR an invoice and explanation of written damage or loss. If damage can be repaired, the invoice shall reflect the cost of repair including parts and labor. If equipment damage is deemed a total loss of the equipment, the Contractor will invoice the Government for the purchase price less depreciation (equal to 1/60 of the purchase price times the number of months the machine has been in use under the contract.)

H.5. Introduction of New Models - The Contractor is requested to introduce new or improved model copiers at any time for models initially supplied under this contract. The Contractor shall propose such replacements in writing to the Contracting Officer for review. Replacement must be of equal or greater capability as the model to be replaced. If they are acceptable, the Contracting Officer shall accept new models and the contract will be appropriately modified, followed by any necessary modification of existing task order(s) or issuance of a new task order(s).

H.6. Credit for Unacceptable Copies - Copier equipment has certain performance characteristics, i.e. paper jams, malfunctions which cause unacceptable copy quality, etc. These factors are not in the control of the copier operator but can become a considerable expense in copy counts when they occur. Should malfunctions occur which result in unacceptable copies, the key operator and users shall place them in a box by the copier and notify the Contractor. The Contractor shall review the issue and respond within one week, providing credit on monthly invoicing for the number of copies determined unacceptable due to fault of the copier. The Contractor shall also credit all copies made during copier testing and repair by the Contractor, as noted on repair and meter cards. This clause is not intended to credit copies which are unacceptable due solely to operator error such as incorrect paper selection, insufficient toner etc.

H.7. Insurance The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is required.

#### H.8. Permits

Without additional cost to the Government, the Contractor shall obtain all permits and licenses required for the work under this contract. The Contractor shall obtain these permits and licenses in compliance with applicable host country laws. Failure to provide evidence of appropriate progress toward receipt of such permits so as to be fully licensed by the date planned for commencement of contract performance may result in contract termination. Application, justification, fees, and certifications for any license required by the host government are entirely the responsibility of the offeror.

## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

I.1. The following clauses apply for all services provided under this contract.

#### I.1.1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract 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.acquisition.gov/far/> or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)  
*[Note to Contracting Officer: Delete if the estimated requirement is under \$5,000,000]*
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON  
POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)  
*[Note to Contracting Officer: If contractor personnel on USG property add Below clause]*
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR  
PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER  
SUBCONTRACT AWARDS (JULY 2013)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER  
MAINTENANCE (DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY  
2013)
- 52.209-6 PROTECTING THE GOVERNMENT'S  
INTEREST WHEN SUBCONTRACTING WITH  
CONTRACTORS DEBARRED, SUSPENDED, OR  
PROPOSED FOR DEBARMENT (AUG 2013)
- 52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY  
MATTERS (JULY 2013)
- [Note to Contracting Officer: Add below clause if estimated contract over \$5,000,000]*
- 52.210-1 MARKET RESEARCH (APR 2011)
- 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT  
FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED  
COST OR PRICING DATA – MODIFICATIONS (AUG 2011)

- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS (OCT 2010)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (NOV 2013)
- 52.222.50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)  
*[Note to Contracting Officer: Use Alt I if local law identifies off limit establishments]*
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 PRIVACY ACT (APR 1984)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-4 WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)  
*[Note to Contracting Officer: See instructions on whether to also include FAR 52.228-3]*
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (OCT 2010)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -  
SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)

52.233-1 DISPUTES (JUL 2002)-- ALTERNATE I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT  
CLAIM (OCT 2004)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS,  
EQUIPMENT, AND VEGETATION (APR 1984)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JUL 1995)

52.243-1 CHANGES - FIXED-PRICE (AUG 1987)-- ALTERNATE II (APR 1984)

52.245-1 GOVERNMENT PROPERTY (APR 2012)

52.245-2 GOVERNMENT PROPERTY INSTALLATION  
OPERATION SERVICES (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE  
(JUNE 2003)

52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)

- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) ALTERNATE I (SEPT 1996)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

***[Note to Contracting Officer: Include 52.225-19 Contractor Personnel in a Designed Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008) in accordance with FAR 25.3 of location is danger zone]***

***[Note to Contracting Officer: Include 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) if requirement is over \$5M]***

I.2. FAR Clauses Included in Full Text.

***[Note to Contracting Officer: Add in full text if a US small business could be potential offeror or subcontractor or if the government estimate for the solicitation will meet the WTO acquisition threshold of \$202,000]***

- 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.2.1 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through the end of the base period or the end of the option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### I.2.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ***[Note to Contracting Officer: Insert dollar figure or quantity]***; the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of [ ] ***[Note to Contracting Officer: Insert dollar figure or quantity]***;

(2) Any order for a combination of items in excess of [ ] ***[Note to Contracting Officer: Insert dollar figure or quantity]***; or

(3) A series or orders from the same ordering office within [ ] ***[Note to Contracting Officer: Insert number of days]*** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### I.2.3. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

I.2.4. 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. 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 the performance period of the contract.

I.2.5. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_ [*Note to Contracting Officer: Period of performance may not exceed five years unless A/OPE approves*] (months)(years).

I.2.6. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.2.7. 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions. As used in this clause --

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (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 \$500,000 (\$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(a)).

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

(v) 52-247-64. Preference for Privately Owned U.S.- Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 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 flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.2.8. RESERVED

I.3. DEFINITIONS

"American Embassy" and "Embassy" mean the diplomatic or consular mission of the United States of America for which services are provided under the contract.

"Department" means the Department of State, including all of its activities wherever located.  
"Government" means the Government of the United States of America unless specifically stated otherwise.

#### I.4. PAYMENT IN LOCAL CURRENCY

All payments shall be made in [*Note to Contracting Officer: Insert local currency*].

#### I.5. ADDITIONAL DOSAR CLAUSES

*[Note to Contracting Officer: Insert the clause at 652.204-70, Department of State Personal Identification Card Issuance Procedures, in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]*

##### I.5.1. 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

##### I.5.2. 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or

(b) The Optional Form 206, Purchase Order, Receiving Report and voucher, and Optional Form 206A, Continuation Sheet.

##### I.5.3. 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to

comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or

specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

1.5.4. 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD  
(AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

*[Note to Contracting Officer: Revise the following clause to reflect local holidays as well.]*

1.5.5. 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE  
LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.  
(End of clause)

#### I.5.6 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it 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.

I.5.7. 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

I.5.8. CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

*[Note to Contracting Officer: Add below if you anticipate US firms submitting proposals]*

I.5.9. 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

*[Note to Contracting Officer: See instructions on whether to add DBA clause 652.228-71 Worker's Compensation Insurance (Defense Base Act) – Services (JUNE 2006) – if this clause is inserted mark paragraphs b, c, d, e and f as "RESERVED."]*

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

J.1. Exhibit A - ESTIMATED MACHINE REQUIREMENT SCHEDULE

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to - (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory –

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [***Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization***]; and

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

**K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN)”, as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 USC 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.

(d) 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 U.S.;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) 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 \_\_\_\_\_

(f) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

#### K.4 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**K.5. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JULY 2013)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **324114/561439**.

(2) The small business size standard is **500 staff/\$7.0 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

\_\_ (vi) [52.227-6](#), Royalty Information.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov/> After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in

paragraph (c) of this provision have been entered or updated within 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 the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS  
(APRIL 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, 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 public (Federal, State, or local) 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, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) 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.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

**[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]**

K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES  
(JUNE 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<b>Category</b>	<b>Yes/No</b>	<b>Number</b>
<b>(1) United States citizens or residents</b>		
<b>(2) Individuals hired in the United States, regardless of citizenship</b>		
<b>(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no local workers' compensation laws</i></b>		Local nationals: _____  Third Country Nationals: _____
<b>(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws</b>		Local nationals: _____  Third Country Nationals: _____

(b) The Contracting Officer has determined that for performance in the country of *[Note to Contracting Officer: Insert country of performance and check the appropriate block below]*

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

K.10. 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS  
OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.11. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)

(a) *Definition.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#) .

(c) *Representation.* By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**Instructions to Offeror.** Each offer must consist of the following:

1. List of clients over the past \_\_\_\_\_ *[Note to Contracting Officer: Insert the number of years]* years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in \_\_\_\_\_ *[Note to Contracting Officer: Insert the country where the services shall be performed]* then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided. *[Note to Contracting Officer: If there are any other unique requirements for doing business or restrictions in terms of doing business in the host country, then you need to ensure these are highlighted. For example, if there is a local law which precludes foreign firms from providing services, you need to identify the law.]*
4. The offeror's strategic plan for \_\_\_\_\_ *[Note to Contracting Officer: Insert the services which shall be performed]* services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

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L.1. Summary of Instructions. Each offer must consist of the following physically separate volumes.

<u>Volume</u>	<u>Title</u>	<u>No. of Copies</u>
1	Executed Standard Form 33, "Solicitation, Offer and Award," and completed Section K - <u>REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS</u>	_____
2	Price Proposal and completed Section B - <u>SUPPLIES OR SERVICES AND PRICES/COSTS</u>	_____
3	Technical and Business Management Plan; including brochures, specifications and other descriptive literature	_____

The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.1.1. Detailed Instructions.

L.1.1.1. Volume 1: Standard Form 33 (SF 33) and Section K.  
Complete blocks 12 through 18, as appropriate, of the SF 33 and all items of Section K.

L.1.1.2. Volume 2: Price proposal and Section B.

(a) Price proposal. Complete the pricing schedules provided in Subsection B.3 for the base and each optional period of performance.

L.1.1.3. Volume 3: Management Plan and Equipment Description. Please provide the following information with your proposal.

(A) Equipment Description- Describe your equipment, ease in using your equipment, and its compliance with the requirements of Sections C, E and F of this solicitation. Describe the quality and standards of the equipment and manufacturer, including equipment repair and servicing. Provide copier brochures and other descriptive literature describing capabilities and other features that clearly show the equipment is in compliance with the specifications for the category of copier proposed. Proposals that merely restate the specifications may be declared unacceptable.

(B) Management Plan - Describe the priority placed by your company's top management, corporate or highest level, on the work required by this solicitation.

(1) Provide detailed resumes and experience of proposed key personnel, and describe the extent that each will participate in the performance of the proposed contract. Provide a detailed background and experience report for all other personnel to be assigned work under the proposed contract or describe the minimum qualifications you will require. As a minimum, describe the technical skill levels of the staff which would be assigned to this contract, including training and experience.

(2) Discuss your copier maintenance and repair training program.

(3) Describe your company's financial condition and capability. State what percentage of your company's estimated total business the work required under this solicitation will entail during the period of performance. Provide a current profit and loss statement. Describe any assets other than cash, accounts receivable, land, buildings, or equipment carried. Provide a cash flow statement, including the source(s) of all funds.

(4) Explain recordkeeping practices, your machine, parts and supplies inventory program. Address performance inspection systems.

(C) Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel.

(2) Contract number and type.

(3) Date of the contract, place(s) of performance, and delivery dates or period of performance.

(4) Contract size (number of personnel employed by contract year per labor category).

(5) Brief description of the work, including responsibilities and comparability to the work required under this solicitation.

(6) Brief discussion of any major technical problems and their resolutions.

(7) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.).

(8) Percent turnover of key technical personnel per year, and

(9) Any terminations (partial or complete) and the reason (convenience or default).

L.2. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

PROVISION

TITLE AND DATE

*[Note to Contracting Officer: Include below 2 provisions if estimate contract over \$500,000]*

52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JULY 2013
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)	
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)	
52.237-1	SITE VISIT (APR 1984)	

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-quantity contract with a firm-fixed price per copy.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the:

***[Note to Contracting Officer: Fill in the title of the individual and address]***


(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

***[Note to Contracting Officer: You may elect not to hold a pre-proposal conference and site visit. It may be useful to have the conference to walk through the RFP and ensure everyone understands what must be submitted with the proposal and how the pricing will be evaluated. If a pre-proposal conference is not held, mark Section L.4 as "Reserved."]***

L.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on ***[Note to Contracting Officer: Insert date]*** at ***[Insert time]*** at the ***[Insert location, including address]***. Offerors are urged to submit written questions using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation. Attendees should bring written questions to the proposal conference. As time permits and after the Contracting Officer discusses the solicitation and written questions are answered, oral questions will be taken.

L.5 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(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 office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award 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, ***[Note to Contracting Officer: Insert Management Officer's name]***, at ***[Note to Contracting Officer: Insert Management Officer's telephone and fax numbers]***. For a U.S. 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) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510

(End of Clause)

## L.6 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past [*Note to Contracting Officer: Insert number of years*] years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1. Evaluation of Proposals.**

M.1.1. **General.** To be eligible for evaluation, proposals must be prepared following Section L. Acceptable proposals will be evaluated pursuant to this section. The Government will make award to the responsible offeror whose proposal is determined to be of the best value to the Government, price and other factors considered.

### **M.1.2. Basis for Award.**

The Government intends to award a contract resulting from this solicitation to the lowest priced, acceptable offeror who is a responsible contractor. The Government will evaluate price as stated in this section. The Government will evaluate acceptability based on compliance with the solicitation requirements and the technical information provided by the offeror with its proposal. The Government will determine responsibility by analyzing whether the apparent successful offeror 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.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR subpart 15.5.

M.2. **Firm-fixed prices.** Offerors must propose firm-fixed prices for the copier types identified in Section B. Proposals that do not include cost per copy prices which are firm-fixed price for each year cannot be evaluated and will be rejected.

### **M.3. Quantities for Evaluation and Price Evaluation Procedure**

M.3.1. For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the quantities shown in Section B, of this solicitation.

M.3.2. The estimated total contract price for each proposal will be calculated for the base period and each optional period of performance by:

- (1) Multiplying the estimated number of monthly copies times the cost per copy price for each category of copier (Categories One through Five);
- (2) Adding the total monthly amounts for the five copier categories to reach a monthly total;
- (3) Multiply that total by 12 months to compute an annual total. The annual totals for the base period and each optional period will then be added together to compute the estimated total contract price.

M.4. 52.217-5 EVALUATION OF OPTIONS (JUN 1988)

(a) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as unacceptable if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

M.5. Separate Charges

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.6. Award Without Discussions

As stated in FAR provision 52.215-1, (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

***[Note to Contracting Officer: Insert FAR 52.225-17 in full text if you will be allowing offers to be submitted in more than one currency (U.S. dollars or local currency.)]***

M.7. FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—

otherwise

- (1) On the date specified for receipt of offers, if award is based on initial offers;
- (2) On the date specified for receipt of proposal revisions.

## EXHIBIT A

### ESTIMATED MACHINE REQUIREMENT SCHEDULE

#### **Section/Location**

#### **Last Year's Average Monthly Copy Volume**

*[Note to Contracting Officer: You should tailor a listing of all copier usage, by location or other appropriate division. The important thing is to describe current copier usage by monthly copies volume per copier. A sample is provided below. The sample needs to be deleted as the RFP is prepared and the post-specific data added.]*

#### **I. CHANCERY BUILDING**

##### **Basement**

Telephone Unit	1,250
IMO (Reproduction)	920
IMO (Reproduction)	75,000
IMO (Reproduction)	12,500

##### **Ground Floor**

Travel Agency	1,000
CLO	1,600
Medical Unit	2,000
Consular Section	5,500