

Guatemala
August 25, 2014

To: Prospective Quoters

Subject: Request for Quotations number **SGT50014Q0049**

The American Embassy of Guatemala- is seeking a contractor to provide Rental of Photocopier Equipment and Maintenance Service for different offices inside and outside the Embassy grounds in Guatemala City.

Enclosed is a Request for Quotation (RFQ # SGT-50014-Q-0049). If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation. Complete the required portions of the attached document **SF1449** and **submit one original and three copies of your quotation in Quetzales** to the **General Services Office- Procurement Section**, American Embassy of Guatemala, Avenida Reforma 7-01, Zona 10, Attn: Richard Benhke, **not later than September,8th, 2014 at 17:00 a.m. local time.** Oral quotations will not be accepted.

When preparing your quotation, please consider the following:

1. The clauses included within the Solicitation Package shall apply to the resulting Contract.
2. Payment will be made in Quetzales by US Treasury Check, in accordance with the Prompt Payment Act, FAR Clause 52.232-25, Section No. 2. Please take into consideration that American Embassy of Guatemala will process payment upon receipt of original invoice. The payment will be processed not later than 30 days after the receipt of your invoice. If by any reason American Embassy of Guatemala exceeds this period, American Embassy of Guatemala will compensate the contractor with daily interest for the days the payment has been delayed.
3. American Embassy of Guatemala is exempt from payment of IVA. An IVA exemption form will be provided. **Please provide your NIT.** If your company EFT (Electronic Funds Transfer) information please provide it accordingly.
4. Per American Embassy of Guatemala acquisition guidelines, please be advised that this request is not a commitment by American Embassy of Guatemala to support the activity and that your decision to submit your quotation is at your expenses associated with preparation and submittal of the quotation are your responsibility.
5. American Embassy of Guatemala will not carry out a Pre-Proposal Conference, however if you have any questions you may address them by e-mail to clarify any information regarding the RFQ and the submission of the quotations. You may submit your questions via email Villedap@state.gov not later than **Friday, September 5th, 2014.** All responses will be e-mailed to all vendors so that everyone has the same information.

The U.S. Government intends to award a contract to the responsible offeror whose quotation will represent the “Best Value” for the US Government based on initial quotations, without holding discussions. Quotations should be submitted initially on the most favorable terms, from a price and technical standpoint.

Issuance of this solicitation does not constitute an award commitment on the part of the U.S. Government nor does it commit the U.S. Government to pay for the costs incurred in the submission of a quotation. Further, the Government reserves the right to reject any or all quotations received, and to negotiate separately with an offeror, if such action is considered to be in the best interest of the Government.

Sincerely,

Richard Behnke
Contracting Officer

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER S- **SGT50014Q0049**
PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this this solicitation is for Rental of photocopier equipment, supplies and maintenance service based on a price per copy charge. Contractor furnished services and supplies are to be provided on a **firm fixed-price** type of Contract to all sites described on **Section I –THE SCHEDULE: IV. Pricing (Charts for Base Year and Four Option Years)**. Routine maintenance services should be provided to secure the good performance of the equipment. Some photocopiers are property-owned equipment, however, the Embassy will require only maintenance service with all included.
- B. The Contractor will retain ownership of all machines installed in the United States Embassy in Guatemala.
- C. The Office Name and Location of each photocopier and the estimated copies p/year are described on **Section I –THE SCHEDULE: IV. Pricing.**
- D. It is the Government’s intention to rent all ordered copiers for the Base Period of this Contract and Four Option Years on one year each, if exercised. Prices should be based on the assumption that they all remain in place until the end of the final period of performance.
- E. The Contractor shall provide copier services on a price p/copy basis. This price per copy shall include:
- The usage 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 III: Description of Services, Paragraphs: C & L, I (1.2)**.
 - Training of at least one (key) operator for each copier.

The Period of performance of the contract will be for a **(1) base one-year period** from the date of the contract award, with **(4) four one-year options to extend**.

II. QUALITY ASSURANCE PLAN (QAP).

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP 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	Performance Threshold
<u>Services.</u> Performs all Photocopier Rental Equipment and Maintenance Service set forth in the performance work statement (PWS)	All required services are performed like technical assistance, repair, toner and spare parts except paper.

1. TECHNICAL ASISTANCE. The Contractor shall provide preventive maintenance service calls to ensure that copiers are maintained in good working condition.

III. **DESCRIPTION OF SERVICES**

A. Services. The Contractor must provide all copier services on a price per copy basis, and provide all necessary consumables, except paper, including but not limited to toner, developer kits, drums, fuser oil, unlimited repair services (emergency repairs and preventive maintenance) during the normal business hours set forth in **Section III: Description of Services, Paragraph: C & L, I (1.2).**

B. Technical Assistance. The Contractor must be able to provide a high level and quality of customer service to all agencies subscribed in the contract. Provide a stock of toners of at least two toners per photocopier model in the Embassy's Supply Room.

C. Response to Service Calls. The Contractor shall respond to oral service calls place 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 the copier cannot be repaired within forty eight (48) hours, the Contractor shall provide a replacement machine of equal of greater capabilities. Replacement machines shall remain in use until the original machine is repair 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.

D. Supplies. The contractor should be able to provide a variety of consumable supplies required for copying operations; however, the Government will provide copying paper. To ensure all consumable are available at all times, the Contractor is required to supply the Key Operator with a stock of consumables for warehouse storage. The Contractor shall ensure that stocks of two months' supply of consumables are 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.**

F. Replacement Copiers. – The COR may request a newly manufactures 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.

G. Equipment Capabilities

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

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

- Copy speed of at least 15 letter size (or A $\$$) copies p/minute
- Mobile cabinet base
- Receiving bin
- Two adjustable trays to accommodate A4 and U.S. Letter size paper (8 ½ inches x 11 inches) and legal size (8 ½ by 14 inches).
- Reduction and enlargement modes
- Platens of a minimum of 11”x 17”
- Automatic document feeder

G.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:

- Copy speed of at least 25 letter size (or A4) copies per minute
- Mobile cabinet base
- Receiving bin
- Two adjustable paper trays to accommodate A4 and U.S. size paper
- Reduction and enlargement modes
- Platens of a minimum of 11”x17”
- Automatic document feeder
- Front loading paper storage

G.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:

- Copy speed of at least 35 letter size (or A5) copies a minute.
- Mobile cabinet use
- Receiving bin
- Two adjustable paper trays to accommodate A5+U.S. size(s) paper. The standard tray should hold 500 sheets.
- Reduction and enlargement modes.
- Reduction and enlargement modes.
- Platens of a minimum of 11" x 17"
- Automatic document feeder for up to 50 pages.
- Book copying capabilities.
- Front loading paper storage.
- 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 selected machines.

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

- Copy speed of at least 55 size (or A4) copies per minute.
- Mobile cabinet base.
- Receiving bin
- Minimum of three paper trays to accommodate A5, A3, and U.S. size paper. The standard tray should store at least 1000 sheets.
- Reduction and enlargement modes.
- Platens of a minimum of 11" x 17"
- Automatic document feeder for up to 50 pages
- Stapling capabilities, either on-line or off-line
- Automatic duplexing
- Book copying capabilities.
- Front loading paper storage

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

- Copy speed of at least 75 letter size (or A4) copies per minute.
- Mobile cabinet base
- Receiving bin
- Minimum of three paper trays to accommodate A5, A3, and U.S. size paper. The standard tray shall store at least 1000 sheets.

- Reduction and enlargement modes.
- Platens of a minimum 11" x 17"
- Automatic document feeder for up to 50 pages.
- Stapling capabilities, either on-line or off-line.
- Automatic duplexing.
- Front loading paper storage.

H. Records. The Contractor must provide a monthly Record for the services provided to the COR with the attached Original Invoice.

I. Maintenance.

I.1. Preventive Maintenance – The Contractor shall provide preventive maintenance service calls to ensure that copiers are maintained in good working conditions. Maintenance calls shall be at intervals which meet commercial standards, but no less than twice per year. These calls shall be made during normal business hours. (See C.7).

I.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. The Contractor is solely responsible for maintaining copiers in good condition.

I.3 Operational Requirements

I.3.1 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 an operating instructions and service call procedures.

I.3.2 Operator Training – The Contractor shall provide training to Key Operators (Supply Clerk) on site at the time of initial installations, at a mutually agreeable time. At time of training, key codes will be provided on photocopiers shared by multiple agencies and reported to the Contracting Officer.

J. Machine Movements.

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

K. Discontinuance of Service.

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

L. 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 during business hours from Monday through Thursdays from 8:00 through 16:00 hours and Fridays from 8:00 through 11:00 hours, excluding Holidays listed on list below:

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

(A) THE DEPARTMENT OF STATE OBSERVES THE FOLLOWING HOLIDAYS:

- New Year's Day (A&G)
- Martin Luther King's Birthday (A)
- Washington's Birthday (A)
- Holy Thursday (G)
- Good Friday (G)
- Guatemalan Labor Day (G)
- Memorial Day (A)
- Guatemalan Army Day (G)
- U.S. Independence Day (A)
- U. S. Labor Day (A)
- Guatemalan Independence Day (G)
- Columbus Day (G)
- Revolution Day (G)
- Veterans Day (A)
- Thanksgiving Day (A)
- Christmas Eve (G)
- Christmas Day (A&G)
- New Year's Eve (G)

A = American Holiday

G= Guatemalan

And any other day designated by Federal Law, Executive Order or Presidential Proclamation.

When any such a day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be causing for additional period of performance or entitlement to compensation except a set forth a 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.

When the Department of State grants administrative leave to its Government employees, Employees assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform around-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.

M. 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 order 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: III Pricing. For copiers added during any contract year, the respective contract year rate will apply.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.242-15 STOP WORK (AUG 1989)**
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1983)**
- 52.247-35 F.O.B. ESTINATION, WITHIN CONSIGNEE'S PREMISES (AUG 1984)**

N. CONTRACTOR'S REPORTS

The Contractor shall maintain and 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 of volume of copies made by machine
- e. Total cost for copying services per month

O. METER CARD REQUIREMENTS

Contractor personnel shall be responsible for physically taking meter readings on each copier every month. The only exception is for machine 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 date on all machine reports and invoices.

P. PLACING OF SERVICE CALLS

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

Q. 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.

IV. PRICING

In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid a firm fixed-price (FFP) per month as stated in the schedule below in **Quetzales**. Carrier shall be responsible for payment end-to-end circuit billing.

VALUE ADDED TAX. Value Added Tax (VAT) is applicable to this contract and shall be included in the rates and Invoices. The U.S. Embassy of Guatemala has a tax exemption certificate from the host government.

Below there are Two Charts per Option Year in which vendor should include information in the yellow columns as follows: Model to Install, Serial Number, Monthly Rent Price including copier, & Maintenance Service, and Total Rent Per Year in Quetzales.

A second chart is included, per Option Year, in order to include Maintenance & Service Only, in case it is required, according to the Workload Volume Description.

At the end of the chart per period, there is a Resume of Prices, please fill out accordingly.

Base Period Prices

Request for Quotation # SGT50014Q0049											
No.	Qty.	Location	Address	Current Rented Model	Status	Estimated copies p/year	Copies/Month	Model to Install	Serial Number	Monthly Rent Price including Copies "Q"	Total Rent Per Year "Q"
1st. Floor											
1	1	CONS / Coffee Room	Chancery	Xerox WC 5230	Lease	20,000	1,667			Q0.00	Q0.00
2	1	CONS / AS	Chancery	Xerox WC 5225	Lease	20,000	1,667			Q0.00	Q0.00
3	1	CONS / Visas	Chancery	Xerox WC 5225	Lease	20,000	1,667			Q0.00	Q0.00
5	1	PD	Chancery	Xerox WC 5638	Lease	8,000	667			Q0.00	Q0.00
2nd. Floor											
6	1	RSO/ASSISTANT	Chancery	Xerox WC 3635X	Lease	10,000	833			Q0.00	Q0.00
7	1	HU	Chancery	Xerox WC 4250	Lease	20,000	1,667			Q0.00	Q0.00
8	1	FMO	Chancery	Xerox WC 5225	Lease	40,000	3,333			Q0.00	Q0.00
9	1	FMO - CASHIER	Chancery	Xerox WC 4118X	Lease	20,000	1,667			Q0.00	Q0.00
10	1	ICASS 2ND. FLOOR	Chancery	Xerox WC 5225	Lease	40,000	3,333			Q0.00	Q0.00
11	1	GSO - PROCUREMENT	Chancery	Xerox WC 5230	Lease	45,000	3,750			Q0.00	Q0.00
3rd. Floor											
12	1	PROTOCOLO	Chancery	Xerox WC 4118X	Lease	7,000	583			Q0.00	Q0.00
BASEMENT											
13	1	MAILROOM	Chancery	Xerox WC 5675	Lease	200,000	20,000			Q0.00	Q0.00
14	1	MAILROOM	Chancery	Color Qube 9201	Lease	50,000	10,000			Q0.00	Q0.00
15	1	PNC - Sotano	Chancery	Xerox WC 4118X	Lease	15,000	1,250			Q0.00	Q0.00
OUTSIDE DE CHANCERY											
16	1	Official Residence	20 calle 4-30, Zona 10	Xerox WC 3635X	Lease	6,000	500			Q0.00	Q0.00
17	1	Official Residence/2nd. Floor	20 calle 4-30, Zona 10	Xerox WC 6015N	Lease	1,000	83			Q0.00	Q0.00
18	1	MILGP/CASA VERDE	Av. Reforma 7-45, Zona 10	Xerox WC 5230	Lease	25,000	2,083			Q0.00	Q0.00
19	1	RSO/SD	9a. Calle 23-34, Zona 10, Colonia La Villa. Poc: Santos Cortez	Xerox WC 4118X	Lease	2500	208			Q0.00	Q0.00
20	1	NGA	Av. De las Americas 5-76, Zona 13, Edif. Elgin. Poc: Coralia Lopez-Selva. Tel. 2332-1102.	Xerox WC 4118X	Lease	10000	833			Q0.00	Q0.00
21	1	APHIS	4a. Av. 12-62, Zona 10. Poc: Sharon Ortiz. Tel. 2361-2070	Xerox WC 5230	Lease	25000	2,083			Q0.00	Q0.00
22	1	APHIS	4a. Av. 12-62, Zona 10. Poc: Sharon Ortiz. Tel. 2361-2070	Xerox WC 5230	Lease	50000	4,167			Q0.00	Q0.00
23	1	CDC	Universidad del Valle de Guatemala, 18 Av. 11-95, Zona 15, VH III. Tel. 2329-8400. Poc: Marco Tulio Quan	Xerox WC 4260	Lease	30000	2,500			Q0.00	Q0.00
24	1	FMO/Facilities	1a. Av. 7-41, Zona 10. Poc: Mary Rivas. Tel. 2326-4271	Xerox WC 5230	Lease	36000	3000			Q0.00	Q0.00
Total Base Period											Q0.00

Price Chart for Maintenance & Service ONLY, in case it is required.

Base Year of Service

Copier Workload Volume Description	Manufacturer's Model Number/Type	Includes Toner Black & White (Yes or No)	Includes Toner Color (Yes or No)	Includes Cylinder Black & White (Yes or No)	Includes Cylinder Color (Yes or No)	Price Per Copy (state currency)	Estimated Quantity of Copies	Total Price Per Month for Maintenance &
Category One: Volume Over 50,000 copies per month	offeror identifies							
Category Two: Volume of 10,000 to 50,000 copies per month	offeror identifies							
Category Three: Volume of 5,000 to 10,000 copies per month	offeror identifies							
Category Four: Volume of 1,000 to 5,000 copies per month	offeror identifies							
Category Five: Volume of Under 1,000 copies per month	offeror identifies							
Total Estimated Price per Month								
X 12 months								

First Option Year

Request for Quotation # SGT50014Q0049											
No.	Qty.	Location	Address	Current Rented Model	Status	Estimated copies p/year	Copies/Month	Model to Install	Serial Number	Monthly Rent Price including Copies "Q"	Total Rent Per Year "Q"
1st. Floor											
1	1	CONS / Coffee Room	Chancery	Xerox WC 5230	Lease	20,000	1,667			Q0.00	Q0.00
2	1	CONS / AS	Chancery	Xerox WC 5225	Lease	20,000	1,667			Q0.00	Q0.00
3	1	CONS / Visas	Chancery	Xerox WC 5225	Lease	20,000	1,667			Q0.00	Q0.00
5	1	PD	Chancery	Xerox WC 5638	Lease	8,000	667			Q0.00	Q0.00
2nd. Floor											
6	1	RSO/ASSISTANT	Chancery	Xerox WC 3635X	Lease	10,000	833			Q0.00	Q0.00
7	1	HU	Chancery	Xerox WC 4250	Lease	20,000	1,667			Q0.00	Q0.00
8	1	FMO	Chancery	Xerox WC 5225	Lease	40,000	3,333			Q0.00	Q0.00
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10	1	ICASS 2ND. FLOOR	Chancery	Xerox WC 5225	Lease	40,000	3,333			Q0.00	Q0.00
11	1	GSO - PROCUREMENT	Chancery	Xerox WC 5230	Lease	45,000	3,750			Q0.00	Q0.00
3rd. Floor											
12	1	PROTOCOLO	Chancery	Xerox WC 4118X	Lease	7,000	583			Q0.00	Q0.00
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16	1	Official Residence	20 calle 4-30, Zona 10	Xerox WC 3635X	Lease	6,000	500			Q0.00	Q0.00
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24	1	FMO/Facilities	1a. Av. 7-41, Zona 10. Poc: Mary Rivas. Tel. 2326-4271	Xerox WC 5230	Lease	36000	3000			Q0.00	Q0.00
Total Base Period											Q0.00

Price Chart for Maintenance & Service ONLY, in case it is required.

First Option Year

Copier Workload Volume Description	Manufacturer's Model Number/Type	Includes Toner Black & White (Yes or No)	Includes Toner Color (Yes or No)	Includes Cylinder Black & White (Yes or No)	Includes Cylinder Color (Yes or No)	Price Per Copy (state currency)	Estimated Quantity of Copies	Total Price Per Month for Maintenance &
Category One: Volume Over 50,000 copies per month	offeror identifies							
Category Two: Volume of 10,000 to 50,000 copies per month	offeror identifies							
Category Three: Volume of 5,000 to 10,000 copies per month	offeror identifies							
Category Four: Volume of 1,000 to 5,000 copies per month	offeror identifies							
Category Five: Volume of Under 1,000 copies per month	offeror identifies							
Total Estimated Price per Month								
X 12 months								

Second Option Year

Request for Quotation # SGT50014Q0049											
No.	Qty.	Location	Address	Current Rented Model	Status	Estimated copies p/year	Copies/Month	Model to Install	Serial Number	Monthly Rent Price including Copies "Q"	Total Rent Per Year "Q"
1st. Floor											
1	1	CONS / Coffee Room	Chancery	Xerox WC 5230	Lease	20,000	1,667			Q0.00	Q0.00
2	1	CONS / AS	Chancery	Xerox WC 5225	Lease	20,000	1,667			Q0.00	Q0.00
3	1	CONS / Visas	Chancery	Xerox WC 5225	Lease	20,000	1,667			Q0.00	Q0.00
5	1	PD	Chancery	Xerox WC 5638	Lease	8,000	667			Q0.00	Q0.00
2nd. Floor											
6	1	RSO/ASSISTANT	Chancery	Xerox WC 3635X	Lease	10,000	833			Q0.00	Q0.00
7	1	HU	Chancery	Xerox WC 4250	Lease	20,000	1,667			Q0.00	Q0.00
8	1	FMO	Chancery	Xerox WC 5225	Lease	40,000	3,333			Q0.00	Q0.00
9	1	FMO - CASHIER	Chancery	Xerox WC 4118X	Lease	20,000	1,667			Q0.00	Q0.00
10	1	ICASS 2ND. FLOOR	Chancery	Xerox WC 5225	Lease	40,000	3,333			Q0.00	Q0.00
11	1	GSO - PROCUREMENT	Chancery	Xerox WC 5230	Lease	45,000	3,750			Q0.00	Q0.00
3rd. Floor											
12	1	PROTOCOLO	Chancery	Xerox WC 4118X	Lease	7,000	583			Q0.00	Q0.00
BASEMENT											
13	1	MAILROOM	Chancery	Xerox WC 5675	Lease	200,000	20,000			Q0.00	Q0.00
14	1	MAILROOM	Chancery	Color Qube 9201	Lease	50,000	10,000			Q0.00	Q0.00
15	1	PNC - Sotano	Chancery	Xerox WC 4118X	Lease	15,000	1,250			Q0.00	Q0.00
OUTSIDE DE CHANCERY											
16	1	Official Residence	20 calle 4-30, Zona 10	Xerox WC 3635X	Lease	6,000	500			Q0.00	Q0.00
17	1	Official Residence/2nd. Floor	20 calle 4-30, Zona 10	Xerox WC 6015N	Lease	1,000	83			Q0.00	Q0.00
18	1	MILGP/CASA VERDE	Av. Reforma 7-45, Zona 10	Xerox WC 5230	Lease	25,000	2,083			Q0.00	Q0.00
19	1	RSO/SD	9a. Calle 23-34, Zona 10, Colonia La Villa. Poc: Santos Cortez	Xerox WC 4118X	Lease	2500	208			Q0.00	Q0.00
20	1	NGA	Av. De las Americas 5-76, Zona 13, Edif. Elgin. Poc: Coralía Lopez-Selva. Tel. 2332-1102.	Xerox WC 4118X	Lease	10000	833			Q0.00	Q0.00
21	1	APHIS	4a. Av. 12-62, Zona 10. Poc: Sharon Ortiz. Tel. 2361-2070	Xerox WC 5230	Lease	25000	2,083			Q0.00	Q0.00
22	1	APHIS	4a. Av. 12-62, Zona 10. Poc: Sharon Ortiz. Tel. 2361-2070	Xerox WC 5230	Lease	50000	4,167			Q0.00	Q0.00
23	1	CDC	Universidad del Valle de Guatemala, 18 Av. 11-95, Zona 15, VH III. Tel. 2329-8400. Poc: Marco Tulio Quan	Xerox WC 4260	Lease	30000	2,500			Q0.00	Q0.00
24	1	FMO/Facilities	1a. Av. 7-41, Zona 10. Poc: Mary Rivas. Tel. 2326-4271	Xerox WC 5230	Lease	36000	3000			Q0.00	Q0.00
Total Base Period											Q0.00

Price Chart for Maintenance & Service ONLY, in case it is required.

Second Year of Service								
Copier Workload Volume Description	Manufacturer's Model Number/Type	Includes Toner Black & White (Yes or No)	Includes Toner Color (Yes or No)	Includes Cylinder Black & White (Yes or No)	Includes Cylinder Color (Yes or No)	Price Per Copy (state currency)	Estimated Quantity of Copies	Total Price Per Month for Maintenance &
Category One: Volume Over 50,000 copies per month	offeror identifies							
Category Two: Volume of 10,000 to 50,000 copies per month	offeror identifies							
Category Three: Volume of 5,000 to 10,000 copies per month	offeror identifies							
Category Four: Volume of 1,000 to 5,000 copies per month	offeror identifies							
Category Five: Volume of Under 1,000 copies per month	offeror identifies							
Total Estimated Price per Month								
X 12 months								

Third Option Year

Request for Quotation # SGT50014Q0049											
No.	Qty.	Location	Address	Current Rented Model	Status	Estimated copies p/year	Copies/Month	Model to Install	Serial Number	Monthly Rent Price including Copies "Q"	Total Rent Per Year "Q"
1st. Floor											
1	1	CONS / Coffee Room	Chancery	Xerox WC 5230	Lease	20,000	1,667			Q0.00	Q0.00
2	1	CONS / AS	Chancery	Xerox WC 5225	Lease	20,000	1,667			Q0.00	Q0.00
3	1	CONS / Visas	Chancery	Xerox WC 5225	Lease	20,000	1,667			Q0.00	Q0.00
5	1	PD	Chancery	Xerox WC 5638	Lease	8,000	667			Q0.00	Q0.00
2nd. Floor											
6	1	RSO/ASSISTANT	Chancery	Xerox WC 3635X	Lease	10,000	833			Q0.00	Q0.00
7	1	HU	Chancery	Xerox WC 4250	Lease	20,000	1,667			Q0.00	Q0.00
8	1	FMO	Chancery	Xerox WC 5225	Lease	40,000	3,333			Q0.00	Q0.00
9	1	FMO - CASHIER	Chancery	Xerox WC 4118X	Lease	20,000	1,667			Q0.00	Q0.00
10	1	ICASS 2ND. FLOOR	Chancery	Xerox WC 5225	Lease	40,000	3,333			Q0.00	Q0.00
11	1	GSO - PROCUREMENT	Chancery	Xerox WC 5230	Lease	45,000	3,750			Q0.00	Q0.00
3rd. Floor											
12	1	PROTOCOLO	Chancery	Xerox WC 4118X	Lease	7,000	583			Q0.00	Q0.00
BASEMENT											
13	1	MAILROOM	Chancery	Xerox WC 5675	Lease	200,000	20,000			Q0.00	Q0.00
14	1	MAILROOM	Chancery	Color Qube 9201	Lease	50,000	10,000			Q0.00	Q0.00
15	1	PNC - Sotano	Chancery	Xerox WC 4118X	Lease	15,000	1,250			Q0.00	Q0.00
OUTSIDE DE CHANCERY											
16	1	Official Residence	20 calle 4-30, Zona 10	Xerox WC 3635X	Lease	6,000	500			Q0.00	Q0.00
17	1	Official Residence/2nd. Floor	20 calle 4-30, Zona 10	Xerox WC 6015N	Lease	1,000	83			Q0.00	Q0.00
18	1	MILGP/CASA VERDE	Av. Reforma 7-45, Zona 10	Xerox WC 5230	Lease	25,000	2,083			Q0.00	Q0.00
19	1	RSO/SD	9a. Calle 23-34, Zona 10, Colonia La Villa. Poc: Santos Cortez	Xerox WC 4118X	Lease	2500	208			Q0.00	Q0.00
20	1	NGA	Av. De las Americas 5-76, Zona 13, Edif. Elgin. Poc: Coralia Lopez-Selva. Tel. 2332-1102.	Xerox WC 4118X	Lease	10000	833			Q0.00	Q0.00
21	1	APHIS	4a. Av. 12-62, Zona 10. Poc: Sharon Ortiz. Tel. 2361-2070	Xerox WC 5230	Lease	25000	2,083			Q0.00	Q0.00
22	1	APHIS	4a. Av. 12-62, Zona 10. Poc: Sharon Ortiz. Tel. 2361-2070	Xerox WC 5230	Lease	50000	4,167			Q0.00	Q0.00
23	1	CDC	Universidad del Valle de Guatemala, 18 Av. 11-95, Zona 15, VH III. Tel. 2329-8400. Poc: Marco Tulio Quan	Xerox WC 4260	Lease	30000	2,500			Q0.00	Q0.00
24	1	FMO/Facilities	1a. Av. 7-41, Zona 10. Poc: Mary Rivas. Tel. 2326-4271	Xerox WC 5230	Lease	36000	3000			Q0.00	Q0.00
Total Base Period											Q0.00

Price Chart for Maintenance & Service ONLY, in case it is required.

Third Year of Service

Copier Workload Volume Description	Manufacturer's Model Number/Type	Includes Toner Black & White (Yes or No)	Includes Toner Color (Yes or No)	Includes Cylinder Black & White (Yes or No)	Includes Cylinder Color (Yes or No)	Price Per Copy (state currency)	Estimated Quantity of Copies	Total Price Per Month for Maintenance &
Category One: Volume Over 50,000 copies per month	offeror identifies							
Category Two: Volume of 10,000 to 50,000 copies per month	offeror identifies							
Category Three: Volume of 5,000 to 10,000 copies per month	offeror identifies							
Category Four: Volume of 1,000 to 5,000 copies per month	offeror identifies							
Category Five: Volume of Under 1,000 copies per month	offeror identifies							
Total Estimated Price per Month								
X 12 months								

Fourth Option Year

Request for Quotation # SGT50014Q0049											
No.	Qty.	Location	Address	Current Rented Model	Status	Estimated copies p/year	Copies/Month	Model to Install	Serial Number	Monthly Rent Price including Copies "Q"	Total Rent Per Year "Q"
1st. Floor											
1	1	CONS / Coffee Room	Chancery	Xerox WC 5230	Lease	20,000	1,667			Q0.00	Q0.00
2	1	CONS / AS	Chancery	Xerox WC 5225	Lease	20,000	1,667			Q0.00	Q0.00
3	1	CONS / Visas	Chancery	Xerox WC 5225	Lease	20,000	1,667			Q0.00	Q0.00
5	1	PD	Chancery	Xerox WC 5638	Lease	8,000	667			Q0.00	Q0.00
2nd. Floor											
6	1	RSO/ASSISTANT	Chancery	Xerox WC 3635X	Lease	10,000	833			Q0.00	Q0.00
7	1	HU	Chancery	Xerox WC 4250	Lease	20,000	1,667			Q0.00	Q0.00
8	1	FMO	Chancery	Xerox WC 5225	Lease	40,000	3,333			Q0.00	Q0.00
9	1	FMO - CASHIER	Chancery	Xerox WC 4118X	Lease	20,000	1,667			Q0.00	Q0.00
10	1	ICASS 2ND. FLOOR	Chancery	Xerox WC 5225	Lease	40,000	3,333			Q0.00	Q0.00
11	1	GSO - PROCUREMENT	Chancery	Xerox WC 5230	Lease	45,000	3,750			Q0.00	Q0.00
3rd. Floor											
12	1	PROTOCOLO	Chancery	Xerox WC 4118X	Lease	7,000	583			Q0.00	Q0.00
BASEMENT											
13	1	MAILROOM	Chancery	Xerox WC 5675	Lease	200,000	20,000			Q0.00	Q0.00
14	1	MAILROOM	Chancery	Color Qube 9201	Lease	50,000	10,000			Q0.00	Q0.00
15	1	PNC - Sotano	Chancery	Xerox WC 4118X	Lease	15,000	1,250			Q0.00	Q0.00
OUTSIDE DE CHANCERY											
16	1	Official Residence	20 calle 4-30, Zona 10	Xerox WC 3635X	Lease	6,000	500			Q0.00	Q0.00
17	1	Official Residence/2nd. Floor	20 calle 4-30, Zona 10	Xerox WC 6015N	Lease	1,000	83			Q0.00	Q0.00
18	1	MILGP/CASA VERDE	Av. Reforma 7-45, Zona 10	Xerox WC 5230	Lease	25,000	2,083			Q0.00	Q0.00
19	1	RSO/SD	9a. Calle 23-34, Zona 10, Colonia La Villa. Poc: Santos Cortez	Xerox WC 4118X	Lease	2500	208			Q0.00	Q0.00
20	1	NGA	Av. De las Americas 5-76, Zona 13, Edif. Elgin. Poc: Coralia Lopez-Selva. Tel. 2332-1102.	Xerox WC 4118X	Lease	10000	833			Q0.00	Q0.00
21	1	APHIS	4a. Av. 12-62, Zona 10. Poc: Sharon Ortiz. Tel. 2361-2070	Xerox WC 5230	Lease	25000	2,083			Q0.00	Q0.00
22	1	APHIS	4a. Av. 12-62, Zona 10. Poc: Sharon Ortiz. Tel. 2361-2070	Xerox WC 5230	Lease	50000	4,167			Q0.00	Q0.00
23	1	CDC	Universidad del Valle de Guatemala, 18 Av. 11-95, Zona 15, VH III. Tel. 2329-8400. Poc: Marco Tulio Quan	Xerox WC 4260	Lease	30000	2,500			Q0.00	Q0.00
24	1	FMO/Facilities	1a. Av. 7-41, Zona 10. Poc: Mary Rivas. Tel. 2326-4271	Xerox WC 5230	Lease	36000	3000			Q0.00	Q0.00
Total Base Period											Q0.00

Price Chart for Maintenance & Service ONLY, in case it is required.

Fourth Year of Service

Copier Workload Volume Description	Manufacturer's Model Number/Type	Includes Toner Black & White (Yes or No)	Includes Toner Color (Yes or No)	Includes Cylinder Black & White (Yes or No)	Includes Cylinder Color (Yes or No)	Price Per Copy (state currency)	Estimated Quantity of Copies	Total Price Per Month for Maintenance &
Category One: Volume Over 50,000 copies per month	offeror identifies							
Category Two: Volume of 10,000 to 50,000 copies per month	offeror identifies							
Category Three: Volume of 5,000 to 10,000 copies per month	offeror identifies							
Category Four: Volume of 1,000 to 5,000 copies per month	offeror identifies							
Category Five: Volume of Under 1,000 copies per month	offeror identifies							
Total Estimated Price per Month								
X 12 months								

RESUME

TOTAL BASE PERIOD PRICES	
TOTAL FOR FIRST OPTION YEAR PRICES	
TOTAL FOR SECOND OPTION YEAR PRICES	
TOTAL FOR THIRD OPTION YEAR PRICES	
TOTAL FOR FOURTH OPTION YEAR PRICES	
GRAND TOTAL FOR ALL FIVE YEARS	

V. DELIVERY LOCATION AND TIME

- A. The Contractor shall deliver all ordered items and services, following COR's instructions.
- B. The Contractor shall deliver all ordered items no later than the date specified on every request orders. The contractor will be given at least two days for delivery.
- C. Any Contractor personnel involved with the services shall comply with Standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made.

VI. PACKING, SHIPPING AND DELIVERY

- A. The Contractor shall provide commercial packing, marking and movement of equipment to ensure receipt of undamaged equipment.
- B. 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 3 days before copier arrival. The contractor shall provide notification of arrival of supplies, unless hand-carried by service technician at least 2 days before scheduled arrival.
- C. Upon delivery, the Contractor shall provide the Key Operator, with a copy to the COR, the following information on equipment:
 - C.1 Description
 - C.2 Serial Number
 - C.3 Delivery Location
 - C.4 Applicable copy cost
- D. Labeling of Shipments: The Contractor shall mark shipment for the Key Operator at site of deliveries. There is a separate Key Operator for each copier location.
- E. 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 en-route from the Contractor's facilities to the Embassy, the equipment will have to be

accompanies by an American Officer at all times. Pick-up, loading, haulage, and moving to this location (not necessarily installation) will have to be done in one move.

VII. CONTRACT ADMINISTRATION DATE

A. Contracting Officer's Representative (COR) and Key Operators

A.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 Purchasing Agent assigned to this Contract ()

b.1 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, inspection, invoice approval and other purposes as deemed necessary under the contract.

(c) Key Operators

c.1 The COR will provide to the Contracting 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.

c.2 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.

(d) Invoice Requirements and Payment

d.1 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

5. Prompt payment discount, if any.

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

(e) 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.

(f) 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.

(g) 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.

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

EMBAJADA DE ESTADOS UNIDOS DE AMERICA
Av. Reforma 7-01, Zona 10
Guatemala 01010 Guatemala
NIT: 347497-6
Tel. 2326-4000

(i) The designated Government payment office for this contract is:

Financial Management Office (FMO)
Embajada de los Estados Unidos de America
Av. Reforma 7-01, Zona 10
NIT: 347497-6
Tel. 2326-4584

(j) Payment shall be made in local currency.

(k) Task Orders

k.1 Work shall be authorized only through written task orders or task order modification signed by Contracting Officer. Each task order will state a ceiling price.

k.2 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.

(l) Ordering Official

The designated ordering individual for this contract under FAR 52.21-216-18 Ordering is the Contracting Officer.

(m) The Contractor shall include Value Added Tax (VAT) on invoices submitted for payment.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013), is incorporated by reference. (See SF-1449, block 27a).

The following FAR clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

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

(1) ~~52.222-50~~, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

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

(3) ~~52.233-4~~, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

(2)-(16) Reserved.

(17) ~~52.219-14~~, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(18) ~~52.219-16~~, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) ~~52.219-23~~, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

(20) ~~52.219-25~~, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) ~~52.219-26~~, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) ~~52.219-27~~, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

__ (25)-(29) Reserved.

__ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

__ (32) – (35) Reserved.

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

X (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

__ (38) – (39). Reserved.

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (Mar 2012) of 52.225-3.

__ (iii) Alternate II (Mar 2012) of 52.225-3.

__ (iv) Alternate III (Nov 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (46) 52.232-25 PROMPT PAYMENT (Feb 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) Due date.

f. Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

g. If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-

(B) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(C) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(D) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

- h. If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

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

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

(F) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

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

(ii) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(i) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

- (1) Attach a copy of the invoice on which the unpaid late payment interest is due; and
 - (2) State that payment of the principal has been received, including the date of receipt.
(B) If there is no postmark or the postmark is illegible-
 - (3) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
 - (4) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (ii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

__ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

(c) Reserved.

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more 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.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clauses are provided in full text:

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 date of award through base period or option periods if exercised. See F.2.

(b) 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.

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.

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 or within 30 days after funds for the option year become available, whichever is later.

(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 **FIVE YEARS**.

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.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:
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)

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

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

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

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

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

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

(b) The COR for this contract is: A COR for each Serviced Agency will be designated by each Office.

(c) 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.

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.

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.

SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JULY 2013), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

1. List of clients over the past **two** 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 Guatemala 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.

3. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

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.

4. The offeror's strategic plan for **RENTAL AND MAINTENANCE PHOTOCOPIER 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.
5. Financial Statement over the past year. The Offeror shall provide a letter from the bank where the Contractor has a bank account which would state that the Contractor has sufficient financial capacity to finance the Contract.

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

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

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

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

These addresses are subject to change. IF the 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 provisions.

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

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, **Management**, at **2326-4232**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, 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

SECTION 4 - EVALUATION FACTORS

- Award will be made to the responsible offeror whose quotation will represent the “Best Value” for the US Government (Fixed-price means that the price proposed will NOT be increased during the period of performance of the Contract). Quotations should be submitted initially on the most favorable terms, from a price and technical standpoint. The quoter shall submit a completed solicitation, including **Sections 1 and 5**.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The Price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine technical acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3**.
 - The Government will determine contractor 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.

a) Past Performance (10 Points)

Institutional successful experience of 2 years or more in providing Veterinary Services to a medium to large-size organization. Offeror must provide information to demonstrate their past performance (i.e. recommendation letters from clients), as well as a list of recent similar activities in the last two years (a minimum of five references) including contact information (e-mail & telephone number), you may use the attached chart provided for completion of this section.

b) Quality Proposal (20 Points)

The proposal is well conceived, responsive and articulated in English Language. If proposal is presented in Spanish Language, points will be deducted.

c) Technical Capacity (50 Points)

The personnel purposes for these services should comply with all required qualifications described in Section 1 and 3. The technical quotations should include information in order to demonstrate evidence of the required qualifications for the proposed personnel, Curriculum Vitae, and any other information the offeror deems necessary to document the experience, education and education of the personnel (i.e. certifications, letters, etc.); Technical proposal.

d) Financial Capacity and Certifications (20 Points)

The Offeror shall provide a letter from the bank where the Contractor has a bank account which would state that the Contractor has sufficient financial capacity to finance the Contract. In addition, Contractor should attach a copy of the “Patente de Comercio” as required by Guatemalan Law. The Offeror shall provide documents requested in Section 5.

PAST PERFORMANCE

COMPANY	CONTACT NAME	E-MAIL ADDRESS	YEARS OF SERVICE	DESCRIPTION OF SERVICES PROVIDED

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). 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.

“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.

“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 (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) 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.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“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 size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

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

“Women-owned small business concern” means a small business concern—

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

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

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

(2) 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 this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

(c - I) RESERVED

(d) RESERVED

(e) RESERVED

(f) RESERVED

(g) RESERVED

(h) RESERVED

(j) *Place of manufacture.* 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) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[X] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does or does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

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

4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

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

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 - Name _____.
 - TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *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 25 U.S.C. 7874.

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (See OFAC's Department of Treasury, Office of Foreign Assets Control's (OFAC) Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.)

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

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.