

Lima, April 15, 2014

Subject: RFQ for PR3304463

Dear Prospective Quoter:

The American Embassy, Lima, Peru, has a requirement for a contractor to provide **PREVENTIVE MAINTENANCE UNCLASS PRINTERS FY-2014**. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Basic information, statement of work or specifications and technical qualifications.
3. Late quotation rules and evaluation method.

The Embassy plans to award a purchase order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation. Return the completed SF-18 to the address shown in Block 5a of the SF-18 by April 30, 2014. Oral quotations will not be accepted.

Sincerely,



Elias Baumann
Contracting Officer

Enclosure:
As Stated.

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 1
1. REQUEST NO.	2. DATE ISSUED 04/15/14	3. REQUISITION/PURCHASE REQUEST NO. PR3304463	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		
5A. ISSUED BY General Services Office, American Embassy			6. DELIVER BY (Date) 05/01/14				
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY				
NAME Lourdes R. Mendoza		TELEPHONE NUMBER		FOB DESTINATION x OTHER (See Schedule)			
		AREA CODE 511	NUMBER 6182243				
8. TO:			9. DESTINATION				
a. NAME	b. COMPANY		a. NAME OF CONSIGNEE Embajada de los Estados Unidos America				
c. STREET ADDRESS			b. STREET ADDRESS Av. Lima Polo Cda.2 s/n, Monterrico, Surco				
d. CITY	e. STATE	f. ZIP CODE	c. CITY Lima				
			d. STATE	e. ZIP CODE Lima 33			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 04/30/14		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)		
01	Preventive maintenance service for one hundred and forty four (144) Unclassified printers	576	EA	0.00			
02	Preventive maintenance service for four (4) Consular Affairs Passport Unclassified printers	104	EA	0.00			
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS		
					NUMBER	%	
NOTE: Additional provisions and representations [] are [] are not attached.							
13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION		
a. NAME OF QUOTER							
b. STREET ADDRESS			16. SIGNER				
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE		
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE		
					NUMBER		

STANDARD FORM 18



ISC Assets - Device Maintenance Report

Category: PRINTER

TAG	Dev. Name	Serial Number	Manufacture	Model
075027		MHB870619	XEROX	Phaser 3600
068904		CND1R37595	HP	Laserjet P3005x
064152		JPBGG33018	HP	Laserjet 2300N
054320		USGNN08765	HP	Laserjet 4200N
068691		JPRFH07280	HP	Laserjet 4350DTN
068020		JP4LB11692	HP	Color Laserjet 4700DN
067983		JPRL79707T	HP	Laserjet 9050DN
067974		JPRGL35102	HP	Laserjet 4350DTN
067927		CND1S74240	HP	Laserjet P3005x
070549		TH8742207V	HP	OfficeJet Pro K8600
				10
076321		MHB890253	XEROX	Phaser 3600
068688		JPRFH05405	HP	Laserjet 4350DTN
068692		JPRFH05410	HP	Laserjet 4350DTN
073049		CNGS305420	HP	Color Laserjet CP2025
081092		JPBFR00474	HP	Color Laserjet CP2025
078994		JPDF235190	HP	Laserjet P4015
067441		JPRGL39569	HP	Laserjet 4350N
				7
076323		MHB890252	XEROX	Phaser 3600
067877		JPRGL45169	HP	Laserjet 4350DTN
073114		MHB862122	XEROX	Phaser 3600
068909		JPBC77K1CK	HP	Laserjet CP3505DN
				4
076325		MHB890343	XEROX	Phaser 3600
076156		MHB882645	XEROX	Phaser 3600
077005		CNGS451132	HP	Color Laserjet CP2025
073430		MHB846925	XEROX	Phaser 3600
074721		CNGS421035	HP	Color Laserjet CP2025
058051		CNGY414940	HP	Laserjet 4300DTNS
073059		FBT201113	XEROX	Phaser 8560DN
				7
076319		FBT234127	XEROX	Phaser 8560DN
076705		CNCCBCJ08K	HP	Color Laserjet CP3525x
078352		CNGS479658	HP	Color Laserjet CP2025
064157		JPBGG29808	HP	Laserjet 2300N
064503		CNGJD56861	HP	Laserjet 2420DN
068686		JPRFH07719	HP	Laserjet 4350DTN
067973		JPRGL35133	HP	Laserjet 4350N
067981		JPRL7B400L	HP	Laserjet 9050DN
068911		CND1P01701	HP	Laserjet P3005x
068912		CND1S72239	HP	Laserjet P3005x
067924		CND1S74325	HP	Laserjet P3005x
064789		E8BY206664	EPSON	FX890
073442		MY77N1415M	HP	Deskjet 6988DT
				13



ISC Assets - Device Maintenance Report

Category: PRINTER

076355	CNCCBB305R	HP	Color Laserjet CP3525x
073429	MHB847092	XEROX	Phaser 3600
067515	JPRGL45159	HP	Laserjet 4350DTN

3

076157	MHB882635	XEROX	Phaser 3600
077991	CNGS467501	HP	Color Laserjet CP2025
064327	USGNS50183	HP	Laserjet 4200N
067521	JP4LC05469	HP	Color Laserjet 4700DN
068019	JP4LC04202	HP	Color Laserjet 4700DN
081239	JPBFR00471	HP	Color Laserjet CP2025DN
082375	A02E01A001295	KONICA MINOLTA	MagicColor 8650
081087	JPBFR00477	HP	Color Laserjet CP2025

8

073459	JPCC9B502L	HP	Color Laserjet CP3525
077798	JPBFR08189	HP	Color Laserjet CP2025
065703	USBXX21036	HP	Laserjet 4350TN
065704	USBXN28557	HP	Laserjet 4350TN
064648	USBXS21728	HP	Laserjet 4350TN
065544	USBXN28562	HP	Laserjet 4350TN
058865	CNGXD14926	HP	Laserjet 4350N
058863	CNGXH07045	HP	Laserjet 4350N
058864	CNGXB16085	HP	Laserjet 4350N
081970	VNG4X18915	HP	LaserJet Pro 400 M401dn

10

068703	CNGC7651GR	HP	Laserjet 2605dtn
064326	USGNP50060	HP	Laserjet 4200N
068693	JPRFH07286	HP	Laserjet 4350DTN
068697	JP4LB09770	HP	Color Laserjet 4700DN
068694	JPRFH07166	HP	Laserjet 4350DTN
081708	CNCCF7204P	HP	LaserJet Enterprise 500 M551N

6

073093	MHB857029	XEROX	Phaser 3600
068683	JPRFH07645	HP	Laserjet 4350DTN
068698	JP4LB09903	HP	Color Laserjet 4700DN

3

076706	CNCCB9N3CN	HP	Color Laserjet CP3525x
073060	FBT233478	XEROX	Phaser 8560DN
067979	JPRL7B403Z	HP	Laserjet 9050DN

3

077997	JPBF954519	HP	Laserjet P2055
--------	------------	----	----------------



ISC Assets - Device Maintenance Report

Category: PRINTER

064525	CNGJD44846	HP	Laserjet 2420DN
065744	CNGC73817M	HP	Color Laserjet 2605dn

3

076703	CNCCBCJ08J	HP	Color Laserjet CP3525x
078501	5PST3P1	DELL	5330dn
068682	JPRFH07600	HP	Laserjet 4350DTN

3

073113	MHB860320	XEROX	Phaser 3600
076702	CNCCB9N3CR	HP	Color Laserjet CP3525x
078500	3GST3P1	DELL	5330dn
064788	TH6885Z0KB	HP	Inkjet 1200
067978	JPRL7B403W	HP	Laserjet 9050DN
067980	JPRL7B402Q	HP	Laserjet 9050DN
068684	JPRFH07532	HP	Laserjet 4350DTN
068685	JPRFH07690	HP	Laserjet 4350DTN
073925	1H87EIHCNB	HP	Photosmart C4680
046668	BHLY025990	EPSON	LQ2080

10

076704	CNCCBCJ083	HP	Color Laserjet CP3525
046761	MY25D1C06R	HP	Deskjet 990CXI
064158	JPBGG44682	HP	Laserjet 2300N
067982	JPRL7B4026	HP	Laserjet 9050DN
066994	MY75N2Z13V	HP	Deskjet 9800
073443	MY7611R0SF	HP	Deskjet 6988

6

078502	2FVT3P1	DELL	5330dn
067514	JPRGL45288	HP	Laserjet 4350DTN
067447	JP4LB07706	HP	Color Laserjet 4700DN
081109	JPBFR00473	HP	Color Laserjet CP2025

4

064151	JPBGG33023	HP	Laserjet 2300N
058050	CNGY530073	HP	Laserjet 4300DTNS
067516	JPRGL45171	HP	Laserjet 4350DTN
067518	JPRGL45190	HP	Laserjet 4350DTN
067520	JP4LB12082	HP	Color Laserjet 4700DN

5

068702	CNGC7651KK	HP	Color Laserjet 2605dtn
068690	JPRFH07686	HP	Laserjet 4350DTN
065537	JPTLB45443	HP	Color Laserjet 4700DN

3

068699	CNHC78D07D	HP	Color Laserjet 2605dn
--------	------------	----	-----------------------



ISC Assets - Device Maintenance Report

Category: PRINTER

067517	JPRGL45154	HP	Laserjet 4350DTN
067519	JP4LB12081	HP	Color Laserjet 4700DN

3

068689	JPRFH07700	HP	Laserjet 4350DTN
--------	------------	----	------------------

1

065538	JPTLB46312	HP	Color Laserjet 4700DN
065539	JPTLB46313	HP	Color Laserjet 4700DN
067872	JP4LB10533	HP	Color Laserjet 4700DN
067873	JP4LB09906	HP	Color Laserjet 4700DN
064173	JPCL59Q00K	HP	Laserjet 9050DN
067984	JPRL7C003X	HP	Laserjet 9050DN
067985	JPRL78809Q	HP	Laserjet 9050DN
071769	CNGS301489	HP	Color Laserjet CP2025
076339	VNB3B68375	HP	Laserjet P1606DN
071771	CNB9N64222	HP	Laserjet P2055
071770	CNB9N64224	HP	Laserjet P2055DN
071772	MY97K2411X	HP	Officejet Pro 8000

12

064156	JPBGG33016	HP	Laserjet 2300N
067926	CND1S74249	HP	Laserjet P3005x

2

073974	JPBCB350XP	HP	Laserjet P3015
073457	JPCC92Q00K	HP	Color Laserjet CP3525x

2

	CNHC7B9060	HP	Color Laserjet 2605dn
	CNGKK36386	HP	Laserjet 2430DTN
	CNGJF24755	HP	Laserjet 2430DTN

3

060139	CNBC68K16F	HP	Color Laserjet 2605dn
063832	CNBCD7H1R7	HP	Color Laserjet CP5225dn
062123	JPRFC21610	HP	Laserjet P3005x
063834	JPBDS05898	HP	Laserjet P3015dn
063833	JPBDQ00212	HP	LaserJet Pro 400 M451dn
053242	USBXP21538	HP	Laserjet 4350DTN
078351	CNDYB55917	HP	Laserjet P4015DN
063827	VNB4N02190	HP	LaserJet Pro 400 M401dn
052823	JPDKB42169	HP	Laserjet 4600DN
060617	JPRL78R0N6	HP	Laserjet 9050DN
053241	CNBXG03089	HP	Laserjet 4350DTN

11

	CNBH503755	HP	LaserJet Pro 400 M451dn
--	------------	----	-------------------------



ISC Assets - Device Maintenance Report

Category: PRINTER

1

JPBFR00475

HP

Color Laserjet CP2025

1

**GRAND
TOTAL**

144



ISC Assets - Device Maintenance

FREQUENCY : TWICE A

TAG	Serial Number	Manufacture	Model
Section: CONS			
081159	LX4Y000094	EPSON	B-510DN
081158	LX4Y000096	EPSON	B-510DN
081160	LX4Y000093	EPSON	B-510DN
081601	LX4Y002049	EPSON	B-510DN
	Total		4

1. Preventive maintenance service for one hundred and forty four (144) Unclassified printers

This service includes: internal mechanism cleaning and calibration; fuser inspection; printer-head inspection and cleaning; roller inspection and cleaning; paper pathway inspection and cleaning; AC voltage measurement and adjustments; machine oil application as needed (mechanical parts); full printer operations testing.

These printers require to be maintained once every 3 months for the period May 2014 to April 2015.

Breakdown:

4 services x 144 printers = 576 services per year

2. Preventive maintenance service for four (4) Consular Affairs Passport Unclassified printers

This service includes: internal mechanism cleaning and calibration; fuser inspection; printer-head inspection and cleaning; roller inspection and cleaning; paper pathway inspection and cleaning; AC voltage measurement and adjustments; machine oil application as needed (mechanical parts); full printer operations testing.

These printers require to be maintained twice per week for the period May 2014 to April 2015.

Breakdown:

02 Services per printer per week.

02 Services x 52 weeks = 104 services per printer.

52.212-1 Instructions to Offerors—Commercial Items.

As prescribed in 12.301(b)(1), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUL 2013)

(a) *North American Industry Classification System (NAICS) code and small business size standard.*

The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.*

(i) *Availability of requirements documents cited in the solicitation.*

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 9111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic

Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-55)**

COMMERCIAL ITEMS

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	Feb 2012
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micropurchase threshold)	NOV 2011
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (MAY 2012)

(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)).
(applies for all orders)

____ 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).

(Alternate I (AUG 2007) *[if the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons that apply to contractor employees]*)

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

[Contracting Officer check as appropriate]

	Clause Number and Title
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402). <i>[Check if order exceeds \$150,000]</i>
	(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note). <i>[Check if order exceeds the simplified acquisition threshold]</i>
	(3) [Reserved].
	(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note). (in all solicitations and contracts of \$25,000 or more)
	(5) [Reserved].
	(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (if contract value exceeds \$30,000)
	(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313). (contract value exceed \$500,000 and offeror's total federal contracts value are over \$10,000,000)
	(8) – (26) [Reserved].
	(27) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212). <i>[Check if the</i>

	<i>following apply: for supplies, the order exceeds \$150,000 and is awarded to a U.S. firm. For services, the order exceeds \$150,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). [Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(32) 52.222-37, Employment Reports Veterans (SEP 2010) (38 U.S.C. 4212). [Check if you have included the clause 52.222-35]</i>
	<i>(33) – (37) [Reserved].</i>
√	<i>(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011) (E.O. 13513). [Check for all orders]</i>
	<i>(39) – (40) [Reserved].</i>
	<i>(41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). [Check if the order is for supplies or services that involve the acquisition of supplies and the amount exceeds \$202,000]</i>
	<i>(42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). [Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC]</i>
	<i>(43) – (46) [Reserved].</i>
	<i>(47) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). [Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
	<i>(48) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by either EFT or other means, e.g., check, and the contractor has <u>not</u> registered in the CCR]</i>
	<i>(49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). [Check if payment will be made by a third party, e.g., purchase card]</i>
	<i>(50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). [Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	<i>(51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). [Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	<i>(ii) Alternate I (APR 2003) of 52.247-64. [Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

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

[Contracting officer check as appropriate.]

Clause Number and Title	
(1) – (6)	[Reserved].
(7)	52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247).
(8)	52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)). [Check if order is for services that involve business operations conducted in U.S. coin and currency, including vending machines]

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

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

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

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

(e)(1) [This paragraph applies only if award is made to a U.S. firm, except for item (vii) which applies to all orders.] 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 (JAN 2011) (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) [Reserved]

(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) [Reserved].

(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) – (xii) [Reserved].

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

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

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

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.228-71	Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause) Fill-in for paragraph (c): “(c) The current rate under the Department of State contract is [contracting officer insert rate] of compensation for services.”	JUN 2006
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer’s Representative (if a COR will be named for the order) Fill-in for paragraph b: “The COR is _____”	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

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

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

(End of clause)