

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. Summary of Requirements

This solicitation is for photocopier supplies and services based on a price per copy charge. Contractor furnished services and supplies are to be provided on an indefinite quantity basis with delivery to:

Photocopier – type # 1 (Item 1 RFQ)

Quantity required: 6 units

Location:

Please take note that even there is a specific point of contact for each unit, the main contact for this contract/services should be Ms. Eleonora Escriba (Cel. 5519-3669, eescriba@mp.gob.gt)

1. Departamento de Cooperación Internacional
 - a. Address: 15 Av. 15-16 Zona 1, Sótano 1
 - b. Point of Contact: Eleonora Escriba
 - c. Phone: 5519-3669
2. UNILAT
 - a. Address: 5 Calle 4-33, Zona 1 Edificio Plaza Rabbí, Oficina 701
 - b. Point of Contact: Lic. Silvia Juárez
 - c. Phone: 5414-4894
3. Fiscalía de Delitos de Narcoactividad - Quetzaltenango
 - a. Address: Diagonal 11 7-22, Zona 1 Quetzaltenango
 - b. Point of Contact: Magda Maldonado
 - c. Phone: 7765-5017 al 19
4. Fiscalia de Narcoactividad – Chiquimula
 - a. Address: 2a. calle 1-90 zona 1 Chiquimula
 - b. Point of Contact: Lic. Jairo Muñoz Arrivillaga
 - c. Phone: 7942-3523, 7942-3555
5. Fiscalia de Delitos de Narcoactividad – Peten
 - a. Address: 1 Avenida 12-65, zona 1 Barrio 3 de Abril, 3er. Nivel, Municipio de San Benito, Peten
 - b. Point of Contact: Lic. Jaime Huinac
 - c. Phone: 5990-0014 , 5908-0488
6. GAPI de la Fiscalia contra la Corrupcion
 - a. Address: 15 Av. 15-16 Zona 1 4º Nivel
 - b. Point of Contact: Raquel Quan
 - c. Phone: 2411-9316, 2411-9191 ext. 4006

GENERAL FEATURES:

- Digital Technology - Tecnología Digital

- Speed: 21 copies per minute - Velocidad: 21 páginas por minuto en copiado e impresión. Escaneo a 43 originales por minuto
- 384 Mb RAM
- Automatic duplex - Duplex Automático
- Monthly volumen up to 20,000 copies –Capacidad máxima para 20,000 copias o impresiones mensuales
- First copy 6.5 seconds - Primera copia o impresión en 6.5 segundos
- Copying and printing on 600X600 dpi -Copiado e impresión en 600 X 600 dpi
- Maximum paper size 11”X17” - Tamaño Máximo de documento: 11” X 17”
- Electronic sorter - Compaginador Electrónico
- Authomatic paper feeder - Alimentador Automático de Originales
- Paper Feeding - Vías de alimentación de papel:
 - Two trays for 250 sheets - Dos bandejas de 250 hojas
 - One bypass tray for 100 sheets - Una bandeja bypass de 100 hojas
- Enlargement and reduction capacity - Ampliación y Reducción del 50% al 200%. Más de 10 ajustes prefijados de A/R
- Printing network module - Módulo de Impresión en Red
- Scanner network module - Módulo de Scanner en Red
- High speed scanner function - Alta Velocidad de Escaneo
- Scanning format on PDF, TIFF o JPG..
- Software Included: SmartNet Monitor for Admin and Client, Desktop Binder, Scan Router.
- Fax network module - Modulo de Fax en Red
- Installation cabinet
- Energy protection device

Photocopier Type # 2 (Item 2 RFQ)

Quantity required: 4 units

Location:

Please take note that even there is a specific point of contact for each unit, the main contact for this contract/services should be Ms. Eleonora Escriba (Cel. 5519-3669, eescriba@mp.gob.gt)

7. Fiscalia contra el lavado de dinero
 - d. Address: 15 Av. 15-16 Zona 1 6º Nivel
 - e. Point of Contact: Norma Cabrera
 - f. Phone: 2411-9330, 2411-9191
8. Fiscalia de Delitos de Narcoactividad - Guatemala
 - d. Address: 15 Av. 15-16 Zona 1 5º Nivel
 - e. Point of Contact: Lidia Patricia Garrido
 - f. Phone: 2411-9191
9. Fiscalia contra la Corrupción - Guatemala
 - a. Address: 15 Av. 15-16 Zona 1 4º Nivel
 - b. Point of Contact: Raquel Quan
 - c. Phone: 2411-9316, 2411-9191 ext. 4006
10. Unidad de Métodos Especiales (UME)
 - a. Address: 15 Av. 15-16 Zona 1 4º Nivel

- b. Point of Contact: Lic. Francisco Rivas
- c. Phone: 5781-7596

GENERAL FEATURES:

- Digital Technology - Tecnología Digital
- Digital multifunctional system - Sistema Multifuncional Digital
- Speed 25 copies per minute - Velocidad: 25 páginas por minuto en copiado e impresión.
- 384Mb RAM
- Hard disk - Disco Duro 40Gb
- Maximum paper size 11”X17” - Tamaño Máximo de documento: 11” X 17”
- Electronic sorter - Compaginador Electrónico
- Enlargement and reduction - Ampliación y Reducción del 25% al 400%. Más de 10 ajustes prefijados de A/R
- Authomatic dúplex - Duplex Automático
- Monthly volumen up to
- First copy 4.3 seconds - Primera copia o impresión en 4.3 segundos
- Copying and printing - Copiado e impresión en 600 X 600 dpi
- Electronic sorter - Compaginador Electrónico
- Paper feeding - Vías de alimentación de papel:
 - Two trays of 500 sheets - Dos bandejas de 500 hojas
 - One bypass tray of 50 sheets - Una bandeja bypass de 50 hojas
- Printing network module - Módulo de Impresión en Red
- Scanner network module - Módulo de Scanner en Red
- Scan format - Formato de Scan en PDF, TIFF o JPG
- Fax network module - Módulo de Fax en Red
- Software Included: Scan Router Lite, Desktop Binder, SmartNet Monitor for Admin.
- Document Mall
- Stand
- Two additional trays - Dos bandejas adicionales
- Stapler – Engrapadora
- Three or two hole punch – Perforador de 3 ó 2 agujeros
- Energy protection device

Photocopier Type # 3 (Item 2 RFQ)

Quantity required: 2 units

Location:

11. Fiscalía contra la corrupción
 - a. Address: 15 Av. 15-16 Zona 1 4º Nivel
 - b. Point of Contact: Raquel Quan
 - c. Phone: 2411-9316, 2411-9191 ext. 4006
12. Unidad de Analisis
 - g. Address: 15 Avenida 15-16 Zona 1, 7 Nivel
 - h. Point of Contact: Eleonora Escriba
 - i. Phone: 5519-3669

CARACTERISTICAS GENERALES:

- Digital Technilogy - Sistema Digital

- Speed: 40 pages per minute - Velocidad: 40 páginas por minuto
- Automatic paper feeder - Alimentador Automático de originales
- Automatic dúplex - Dúplex automático
- Document server
- Monthly volumen up to 70,000 - Capacidad para 70,000 copias o impresiones mensuales
- First copy 3.6 seconds - Primera copia o impresión en 3.6 segundos
- Copying and printing - Copiado e impresión en 600 X 600 dpi
- Paper feeding - Vías de alimentación de papel:
 - Two trays - dos bandejas de 500 hojas
 - High capacity tray – Bandeja de gran capacidad
 - One bypass - Una bandeja bypass de 150 hojas
- Enlargement and reduction capacity – Ampliacion y reducción del 25% al 400% con más de 10 ajustes prefijados de A/R
- Printing network module - Módulo de Impresión en Red
- Scanner network module - Módulo de Scanner a color en Red 50 ipm
- Hard disk drive - Disco Duro 40 Gb
- Software Incluido: Scan Router Lite, Desktop Binder, SmartNet Monitor for Admin.
- Memory - Memoria RAM 768MB
- Automatic stapler - Engrapadora Automática.
- Fax module - Modulo de Fax
- Energy protection device

All three different types of equipment should include on the rental/maintenance contract the following:

100% labor - mano de obra

100% spare parts - repuestos

100% supplies- suministros. No paper supply it's included - No incluye papel.

Many machines will remain in place for the life of this contract but occasional requests may be made for shorter durations.

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

Estimated copies per year among the twelve photocopiers are 470,560. Some machines will not be replaced with new ones but the copies made will be taken into account for copy commitment purposes. Additional machines may be ordered by the Contracting Officer through task orders by applying the price per copy rate and service requirements of applicable volume bands.

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

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

- the usage charge of the proposed copier;

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

B.2 Type of Contract

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

B.3. Pricing Schedule

The Contractor shall provide the following copier models for the price per copy set forth below. All prices are in Dollars (\$) maintenance or toner or other copier supply charges under this price per copy arrangement. The prices include all loading, transportation, and installation costs. No other charges will be accepted. The Government will provide only the paper and electricity.

B.3.1. Base Year of Service from October 1st, 2009 through September 31, 2010

<u>Copier Workload Volume Description</u>	<u>Manufacturer's Model Number/ Type</u>	<u>Copies included per month</u>	<u>Copiers Needed</u>	<u>Total Price</u>
<u>Category one(Type #1)</u>	_____	_____	6	_____
<u>Category two (Type #2)</u>	_____	_____	6	_____
Total Estimated Amount per Month				_____
x				<u>12</u>
Total Estimated Amount for Base Year				_____



Please include price for extra copies. \$ _____

The US Embassy estimates 470,560 copies per year among the twelve photocopiers.

B.3.2. First Option Year

<u>Copier Workload Volume Description</u>	<u>Manufacturer's Model Number/ Type</u>	<u>Copies included per month</u>	<u>Copiers Needed</u>	<u>Total Price</u>
<u>Category one(Type #1)</u>	_____	_____	<u>6</u>	_____
<u>Category two (Type #2)</u>	_____	_____	<u>6</u>	_____
Total Estimated Amount per Month				_____
x				<u>12</u>
Total Estimated Amount for Base Year				_____



Please include price for extra copies. \$ _____

The US Embassy estimates 470,560 copies per year among the twelve photocopiers.

B.3.3. Second Option Year

<u>Copier Workload Volume Description</u>	<u>Manufacturer's Model Number/ Type</u>	<u>Copies included per month</u>	<u>Copiers Needed</u>	<u>Total Price</u>
<u>Category one(Type #1)</u>	_____	_____	<u>6</u>	_____
<u>Category two (Type #2)</u>	_____	_____	<u>6</u>	_____
Total Estimated Amount per Month				_____
x				<u>12</u>
Total Estimated Amount for Base Year				_____



Please include price for extra copies. \$ _____

The US Embassy estimates 470,560 copies per year among the twelve photocopiers.

B.3.4. Third Option Year

<u>Copier Workload Volume Description</u>	<u>Manufacturer's Model Number/ Type</u>	<u>Copies included per month</u>	<u>Copiers Needed</u>	<u>Total Price</u>
<u>Category one(Type #1)</u>	_____	_____	<u>6</u>	_____
<u>Category two (Type #2)</u>	_____	_____	<u>6</u>	_____
Total Estimated Amount per Month				_____
x				<u>12</u>
Total Estimated Amount for Base Year				_____



Please include price for extra copies. \$ _____

The US Embassy estimates 470,560 copies per year among the twelve photocopiers.

B.3.5. Fourth Option Year

<u>Copier Workload Volume Description</u>	<u>Manufacturer's Model Number/ Type</u>	<u>Copies included per month</u>	<u>Copiers Needed</u>	<u>Total Price</u>
<u>Category one(Type #1)</u>	_____	_____	<u>6</u>	_____
<u>Category two (Type #2)</u>	_____	_____	<u>6</u>	_____
Total Estimated Amount per Month				_____
x				<u>12</u>
Total Estimated Amount for Base Year				_____



Please include price for extra copies. \$ _____

The US Embassy estimates 470,560 copies per year among the twelve photocopiers.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1.Performance work statement - Equipment Capabilities

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

Please see requirements attached.

C.2.Consumable Supplies

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

C.3.Maintenance

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

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

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

C.4.Operational Requirements

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

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

C.5. Machine Movements

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

C.6. Normal Business Hours for Government

The Contractor shall provide all required types of maintenance service as well as copier installation, equipment demonstrations, and training services From Monday through Friday excluding Holidays listed in I.33] during the hours of 8:00 to 17:00

SECTION D - PACKING AND MARKING

D.1. Packing, Shipping and Delivery

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

D.1.2. The Contractor shall schedule all deliveries in advance with the COR in advance with the COR (for copier delivery/installation) and with the Key Operator (for all other deliveries). The contractor shall provide advance notice of copier delivery and installation at least 2 days before copier arrival. The contractor shall provide notification of arrival of supplies, unless handcarried by service technician at least 2 days before scheduled arrival.

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

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

D.2. Labeling of Shipments

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1. Inspection and Acceptance (Destination)

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use a internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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

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

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all copier services set forth in the performance work statement (PWS)	Section C.1 thru C.6	All required services are performed and no more than one (1) customer complaint is received per month

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

E.3.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to

enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

E.3.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F - DELIVERIES OR PERFORMANCE

F.1. Period of Performance

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

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

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

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

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. 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" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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

F.3. Time of Delivery

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

F.4. Changes in Copier Requirements

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

F.5. Requests For Consumables

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

F.6. Contractor's Reports

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

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

F.7. Meter Card Requirements

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

appointment for access. The contractor shall keep copy count data on all machine reports and invoices.

F.8. Placing of Service Calls

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

F.9. Machine Usage

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

SECTION G - CONTRACT ADMINISTRATION DATA

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

G.1.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is: Ana Luisa Toledo/NAS procurement Agent. Tel: 23264225

G.1.2 Duties

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

G.1.2 Key Operators

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

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

G.2. Invoice Requirements And Payment

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

- (1) Contractor's name and mailing address (for payments by checks) or Contractor's name and bank account information (for payments by wire transfers).
- (2) Invoice date.
- (3) Contract number.
- (4) Summary showing a listing of each machine by location and serial number with a total monthly price for that machine. Attached to each summary invoice a detailed invoice for each agency for which one or more copiers is provided under this contract. This detailed invoice shall list a description of services provided during the time period involved with the following additional information:
 - a) Make and model of machine
 - b) Location and serial number of machine
 - c) Monthly volume of extra 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.

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

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

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

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

**US EMBASSY/NAS
1 Av. 7-59, Zona 10
Ana Luisa de Toledo**

Please mark all invoices with the Purchase Order or Contract's number, that start with SGT

(f) The designated Government payment office for this contract is US Embassy Guatemala/FMO

(g) Payment shall be made in local currency.

G.3. Task Orders

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

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

G.4. Ordering Official

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. Security

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

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

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

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

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

H.4. Ownership of Copiers - Title to equipment provided under this contract shall remain with the Contractor. While copiers are installed on Government premises, the Contractor

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

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

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

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

H.8. Permits

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make

their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2 1999	AUDIT AND RECORDS - NEGOTIATION	JUN
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2008
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	APR 1984

52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2008
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES -- ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE II (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUNE 2007
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUNE 2007)	
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2. FAR Clauses Included in Full Text.

I.2.1 52.216-18 ORDERING (OCT 1995)

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

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

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

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not

required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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

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

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

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

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

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

I.2.4. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years).

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

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

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

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

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

(v) 52-247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

I.2.8. 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (only if over \$100,000)

(a) *Definition.* As used in this clause—

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151– 188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1– 866– 667– 6572
1– 866– 316– 6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be

cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N- 5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.3. DEFINITIONS

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

"Department" means the Department of State, including all of its activities wherever located.

"Government" means the Government of the United States of America unless specifically stated otherwise.

I.4. PAYMENT IN LOCAL CURRENCY

All payments shall be made in Quetzales (Q) at the Embassy's official exchange rate

I.5. ADDITIONAL DOSAR CLAUSES

I.5.1 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

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

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

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

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

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

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

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

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

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of

- Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
 - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
 - (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
 - (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.5.4 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

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

I.5.5. 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

- (a) The Department of State and Guatemala observe the following days as holidays:

	Holiday	Date
Holiday 1	New Year's Day (A & G)	January 1st, 2009
Holiday 2	Martin Luther King Day (A)	January 19, 2009
Holiday 3	Presidents' Day (A)	February 16, 2009
Holiday 4	Holy Thursday (G)	April 9, 2009
Holiday 5	Good Friday (G)	April 10, 2009
Holiday 6	Guatemalan Labor Day (G)	May 1st, 2009
Holiday 7	Memorial Day (A)	May 25, 2009
Holiday 8	Army Day (G)	June 30, 2009
Holiday 9	American Independence Day (A)	July 3, 2009
Holiday 10	Feast of the Assumption (G)	August 15, 2009
Holiday 11	U.S. Labor Day (A)	September 7, 2009
Holiday 12	Guatemalan Independence Day (G)	September 15, 2009
Holiday 13	Columbus Day (A)	October 12, 2009
Holiday 14	Revolution Day (G)	October 20, 2009

Holiday 15	All Saints Day (G)	November 1st, 2009
Holiday 16	Veteran's Day (A)	November 11, 2009
Holiday 17	Thanksgiving (A)	November 26, 2009
Holiday 18	Christmas Eve (half-day) (G)	December 24, 2009
Holiday 19	Christmas (A&G)	December 25, 2009
Holiday 20	New Year's Eve (half-day) (G)	December 31, 2009

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

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

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

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

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

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

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

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

(End of clause)

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

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

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

I.5.8 CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(end of clause)

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

SECTION J

LIST OF ATTACHMENTS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

- (a) The offeror certifies that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to - (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) **above [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]**; and
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

- (a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each failure.

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

- (a) Definitions.
- "Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- "Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (d) Taxpayer Identification Number (TIN).
 TIN: _____
 TIN has been applied for.
 TIN is not required because:
 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of Organization.
 Sole Proprietorship;
 Partnership;
 Corporate Entity (not tax exempt);
 Corporate Entity (tax exempt);
 Government entity (Federal, State, or local);
 Foreign government;
 International organization per 26 CFR 1.6049-4;
 Other _____
- (f) Common Parent.
 Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
 Name and TIN of common parent;
 Name _____
 TIN _____

K.4 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____

Address: _____

Telephone Number: _____

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code this acquisition is [Note to Contracting Officer: insert this code].

(2) The small business size standard is [Note to Contracting Officer: insert size standard]

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

(b)(1) If the clause at 52.204–7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204–7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (b) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below

[offeror to insert changes, identifying change by clause number, title, date].

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

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

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS
(MAY 2008)

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

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

- (A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ___ have not ___, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property;
- (C) Are ___ are not ___ presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) Have ___ have not ___ within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which liability remains unsatisfied.

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

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

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

(2) Examples:

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

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

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

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

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

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

K.7. 52.225-18 Place of Manufacture (Sept 2006)

(a) Definitions. As used in this clause—

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

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

- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ___ Outside the United States.

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

(a) Definitions. As used in this provision:

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

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

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
 - (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontracts on the basis of religion.