**Embassy of the United States of America**

*Seoul, Republic of Korea*

General Services Office

Tel. 82-2-397-4648

Fax: 82-2-397-4744

November 18, 2022

Dear Prospective Quoter:

SUBJECT: Solicitation Number 19KS7023Q0001, Copier Rental Services

Enclosed is a Request for Quotations (RFQ) for copier rental services for the U.S. Embassy, Seoul, Korea. If you would like to submit a quotation, follow the instructions in Section 4 of the solicitation, complete the required portions of the attached document, and submit it in electronic format to the Contracting officer as shown on the block 16 of the Standard Form 1449 that follows this letter.

The U.S. Embassy Seoul intends to award a contract to the responsible company submitting an acceptable quotation. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The pre-quotation conference will be held at the Annex conference room at #10, Namyoung-dong, Yongsan-gu, Seoul, Korea on Wednesday, November 30, 2022 at 14:00 Korea Standard Time. Please note also that the site visit will follow right after the pre-quotation conference on the same day.

If you intend to participate in the pre-quotation conference, please contact Mr. Kim, Yong Hae at kimyh2@state.gov or Tel. 82-2-397-4679 to make necessary arrangement for access no later than November 28, 2022 at 12:00 Korea Standard Time. Offerors are requested to limit the number of participants to two persons per company. Please be sure to bring the solicitation document with you to the conference. No extra copies will be available at the conference.

Any questions concerning the solicitation should be submitted in writing by December 5, 2022 at 17:00 Korea Standard Time via email to kimyh2@state.gov.

Offers are due by December 9, 2022 at 17:00 Korea Standard Time. No offer will be accepted after this time. Only the electronic submission of these materials will be accepted.  Please email your offers (pricing information, technical proposal and Section 5) addressed only the Contracting Officer at [SeoulProposals@state.gov](mailto:SeoulProposals@state.gov).  All pricing information should be sent as a separate file; no pricing information should be included with the technical proposal.

It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed the 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

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

1. SF-1449

2. Section 1, Pricing

3. Section 3, Representations and Certifications

4. Additional information as required in Section 4.

5. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror’s proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,

Joshua M. Lamb

Contracting Officer

Tables of Contents

**Section 1 - The Schedule**

1. SF1449 cover sheet
2. Continuation to SF1449, RFQ 19KS7023Q0001***,*** Schedule of Supplies/Services, Block 20
3. Part A: Supplies or Services and Price/Costs
4. Part B: Description/Specifications/Work Statement
5. Part C: Packing and Marking
6. Part D: Inspection and Acceptance
7. Part E: Deliveries or Performance
8. Part F: Contract Administration Data
9. Part G: Special Contract Requirement
10. Attachment 1: Estimated Machine Requirements

**Section 2 - Contract Clauses**

1. Contract Clauses
2. Addendum to Contract Clauses, FAR and DOSAR clauses

**Section 3 - Representations and Certifications**

1. Representations and Certifications
2. Addendum to Representations and Certifications - FAR and DOSAR Provisions

**Section 4 – Instructions, Conditions, and Notices to Offerors**

1. Solicitation Provisions
2. Addendum to Solicitation Provisions - FAR and DOSAR clauses

**Section 5 - Evaluation Factors for Award**

1. Evaluation Factors
2. Addendum to Evaluation Factors - FAR and DOSAR Provisions

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  **OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30** | | | | | | | | | | | | | 1. REQUISITION NO.  **PR11227966** | | | | PAGE 4 OF 67 | | | | |
| 2. CONTRACT NO. | | | 3. AWARD/EFFECTIVE DATE | | | | | 4. ORDER NUMBER | | | | | 5. SOLICITATION NUMBER  **19KS7023Q0001** | | | | 6. SOLICITATION ISSUE DATE  **11/18/2022** | | | | |
| **7. FOR SOLICITATION**  **INFORMATION CALL** | | | a. NAME  **Joshua M. Lamb, Contracting Officer** | | | | | | | | | | b. TELEPHONE NUMBER(No collect calls)  **02-397-4754** | | | | 8. OFFER DUE DATE/LOCAL TIME  **12/9/2022, 17:00 p.m. Local Time** | | | | |
| |  |  |  |  |  | | --- | --- | --- | --- | --- | | 9. ISSUED BY CODE |  | 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_\_\_\_\_ % FOR | | | | **U.S. Embassy Seoul**  **General Services Office**  **Seoul, Korea** | | SMALL BUSINESS  HUBZONE SMALL BUSINESS  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS | WOMEN-OWNED SMALL BUSINESS  (WOSB) ELEIGIBLE UNER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)  8(A) | NAICS:  SIZE STANDARD: | | | | | | | | | | | | | | | | | | | | | | |
| 11. DELIVERY FOR FOB DESTINA-  TION UNLESS BLOCK IS  MARKED  SEE SCHEDULE | | | 12. DISCOUNT TERMS | | | | | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | | | | | 13b. RATING | | | | | |
| 14. METHOD OF SOLICITATION  RFQ  IFB  RFP | | | | | |
| 15. DELIVER TO: | | | |  | CODE | |  | | 16. ADMINISTERED BY CODE | | | | | | | | | | |  | |
| Contracting Officer by email at [SeoulProposals@state.gov](mailto:SeoulProposals@state.gov) | | | | | | | | | **Joshua M. Lamb, Contracting Officer**  **SeoulProposals@state.gov** | | | | | | | | | | | |
| 17.a. CONTRACTOR/ CODE  OFFEROR | |  | | FACILITY CODE | | |  | | 18a. PAYMENT WILL BE MADE BY CODE | | | | | | | | | | |  | |
| **Company Name:**  **Address:**  **DUNS NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **TELEPHONE NO. (02) \_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | | | | | | **U.S. Embassy Seoul**  **Financial Management Office**  **#188, Sejongdaero, Jongno-gu**  **Seoul, Korea** | | | | | | | | | | | | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK  BELOW IS CHECKED  SEE ADDENDUM | | | | | | | | | | | | |
| 19.  ITEM NO. | 20.  SCHEDULE OF SUPPLIES/SERVICES | | | | | | | | | | 21.  QUANTITY | | | 22.  UNIT | | 23.  UNIT PRICE | | 24.  AMOUNT | | | |
|  | Copier rental services for the US Embassy Seoul Korea | | | | | | | | | |  | | |  | |  | |  | | | |
|  | (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | | | | |  | | |  | |  | |  | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | | | | | | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | | | | |
| 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED. | | | | | | | | | | | | | | | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_ \_\_  COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND  DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY  ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  HEREIN. | | | | | | | | | | | | 29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER  DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION  (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | | | | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | | | | | | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or print) | | | | | | 30c. DATE SIGNED | | | | 31b. NAME OF CONTRACTING OFFICER (Type or print) | | | | | | | | | 31c. DATE SIGNED | | |

AUTHORIZED FOR LOCAL REPRODUCTION **STANDARD FORM 1449** (REV. 10/2010) PREVIOUS EDITION IS NOT USABLE Prescribed by GSA - FAR (48 CFR) 53.212

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 19.  ITEM NO. | | 20.  SCHEDULE OF SUPPLIES/SERVICES | | | | | | 21.  QUANTITY | 22.  UNIT | 23.  UNIT PRICE | | 24.  AMOUNT | |
|  | |  | | | | | |  |  |  | |  | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN | | | | | | | | | | | | | |
| RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT  REPRESENTATIVE | | | | | 32c. DATE | | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  REPRESENTATIVE | | | | | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE  32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | |
| 33. SHIP NUMBER | | | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED  CORRECT FOR | | | 36. PAYMENT | | | | | | 37. CHECK NUMBER |
| PARTIAL | FINAL | |  |  | | | COMPLETE  PARTIAL  FINAL | | | | | |  |
| 38. S/R ACCOUNT NO. | | | 39. S/R VOUCHER NO. | 40. PAID BY | | | | | | | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | | | | 42a. RECEIVED BY (Print) | | | | | | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | 41C. DATE | |  | | | | | | | |
|  | | | |  | | 42b. RECEIVED AT (Location) | | | | | | | |
|  | | | |  | |  | | | | | | | |
|  | | | |  | | 42c. DATE REC’D (YY/MM/DD) | | | | | 42d. TOTAL CONTAINERS | | |
|  | | | |  | |  | | | | |  | | |

**STANDARD FORM 1449 (REV. 10/2010) BACK**

Continuation to SF1449, RFQ 19SK7023Q0001

SECTION 1 - THE SCHEDULE

PART A - SUPPLIES OR SERVICES AND PRICES/COSTS

1. SUMMARY OF REQUIREMENTS

This solicitation is for copier rental services including maintenance services and all copier supplies, except paper based on a firm fixed price (monthly usage plan plus cost per copy for overage). Contractor furnished services and supplies are to be provided on an indefinite quantity basis with delivery to U.S. Embassy Seoul, Korea. Many machines will remain in place for the life of this contract but occasional requests may be made for shorter durations.

The Contractor will retain ownership of all machines being installed in U.S. Government offices under this contract. The estimated monthly copy volume for each office covering the upcoming five (5) years is shown in Attachment 1. All copiers provided by the contractor shall be new and for black/white copies. Additional machines may be ordered by the Contracting Officer through task orders by applying the cost 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 optional periods of performance, if exercised. Prices should be based on the assumption that all copiers will remain in place until the end of the final period of performance. Occasional requests may be made for shorter periods, in which case the Government will pay the price per copy rate equal to similarly sized contracted machines within volume bands priced below.

The contractor shall provide copier services on a monthly usage charge with cost per copy for overage. This price shall include:

* The usage charge of the proposed copier for black/white copies;
* Regular and preventive maintenance and unlimited repair services, including emergency repairs, during the normal business hours as set forth in Section 1, 2. Period of Performance/Schedule;
* Insurance;
* All necessary consumables, except paper, including but not limited to toner, developer kits, fuser oil, and staples;
* Training of at least one (key) operator for each copier.

2. TYPE OF CONTRACT

This is an indefinite-delivery indefinite-quantity (IDIQ) contract. The Government plans to issue monthly task orders with a firm-fixed price per copy and a ceiling price based on estimated quantities.

VALUE ADDED TAX

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

3. PRICING SCHEDULE

The Contractor shall provide the following copier models for the monthly usage charge with cost per copy for overage as firm fixed prices described below. All prices are set forth in Korean Won. The Government will not pay additional amounts for maintenance, repairs, toner, fuser oil, staples or other copier supply charges under this arrangement other than possible replacement of hard drives. No other charges will be accepted. The Government will provide only the paper and electricity.

The optional equipment such as fax and stapler function shall be installed by the contractor upon request and will be charged separately according to the additional charge schedule listed below.

Due to information integrity requirements, Information Systems Security Officer or designated other member of the U.S. Embassy will monitor removal and take possession of any hard disk drives (HDD) when copier machines are replaced or removed, including the end of the contract. Replacement for HDD will be charged according to the charge schedule listed below. At any given time, a maximum of one HDD will be authorized to be associated with each copier. No charges will be applied for hard drives that are removed from copiers that break down or must be replaced due to machine malfunction.

3.1 Base Year of Service (February 3, 2023 through February 2, 2024)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Copier Description (See Part -B, B.1 for details) | Office  (Room Number) | Manufacturer's Model Number/Type | Monthly Plan Amount | Estimated Copies per Month | | Monthly Usage Charge ₩ | Price per page excessing minimum count ₩ | Total Price ₩ |
| Category 1, console type, 45 or more ppm | CONS-ACS Interview room (1) |  | 4,000 | 4,500 | | ₩ | ₩ | ₩ |
| CONS-ACS (113) + Fax | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| CONS-IV (301) + Fax | 4,000 | 4,500 | | ₩ | ₩ | ₩ |
| FCS (602) | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| GSO/PM/PUR/MP + Fax + Stapler | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| Category 2, console type, 35 or more ppm | FAC office + Fax + Stapler |  | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FMC office (400) + Fax + Stapler | 4,000 | 3,000 | | ₩ | ₩ | ₩ |
| GSO TVU | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FSNI (509) + Fax | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FAC shop | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| Category 3, console type, 25 or more ppm | CONS-ACS Interview room (2) |  | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| IMO Mailroom (105) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| CONS-NIV (201) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| DHS/CBP (305) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| FMC cashier (400F) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Protocol (506) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Local POL (5Fl) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| ECON (600) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| DHS-HSI (106) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| FSI (236) + Fax + Stapler | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| GSO -W/H (NEXP) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| MT Garage | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Consulate Busan + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Category 4, desktop type, 43 or more ppm | HU (403) + Fax |  | 3,000 | 3,500 | | ₩ | ₩ | ₩ |
| Option 1 - Fax | | ₩ | | | | x 15 ea = | ₩ | |
| Option 2 – Stapler Function | | ₩ | | | | x 4 ea = | ₩ | |
| Total Estimated Price per Month | | | | | | | ₩ | |
| x 12 months | | | | | | | ₩ | |
| Replacement for Hard Disk Drive (one-time cost for each designated copier) | | ₩ | | | x 24 | | ₩ | |
| Total Estimated Price for Base Year | | | | | | | ₩ | |

\* Estimated copies per month for each copier.

\*\* If the offered manufacturer’s model number/type should become out of stock for rental or discontinued during the period of performance, the contractor shall provide a replacement model that is of equivalent or higher capacity specifications as the one offered in the contract and at the same price per copy as offered in the contract.

Additional charge schedule:

Fax: won per unit per month

Stapler Function: won per unit per month

MINIMUM AND MAXIMUM AMOUNTS:

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of W12,000,000. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed W90,000,000. This reflects the contract maximum.

3.2 First Option Year

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Copier Description (See Part -B, B.1 for details) | Office  (Room Number) | Manufacturer's Model Number/Type | Monthly Plan Amount | Estimated Copies per Month | | Monthly Usage Charge ₩ | Price per page excessing minimum count ₩ | Total Price ₩ |
| Category 1, console type, 45 or more ppm | CONS-ACS Interview room (1) |  | 4,000 | 4,500 | | ₩ | ₩ | ₩ |
| CONS-ACS (113) + Fax | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| CONS-IV (301) + Fax | 4,000 | 4,500 | | ₩ | ₩ | ₩ |
| FCS (602) | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| GSO/PM/PUR/MP + Fax + Stapler | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| Category 2, console type, 35 or more ppm | FAC office + Fax + Stapler |  | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FMC office (400) + Fax + Stapler | 4,000 | 3,000 | | ₩ | ₩ | ₩ |
| GSO TVU | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FSNI (509) + Fax | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FAC shop | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| Category 3, console type, 25 or more ppm | CONS-ACS Interview room (2) |  | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| IMO Mailroom (105) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| CONS-NIV (201) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| DHS/CBP (305) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| FMC cashier (400F) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Protocol (506) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Local POL (5Fl) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| ECON (600) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| DHS-HSI (106) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| FSI (236) + Fax + Stapler | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| GSO -W/H (NEXP) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| MT Garage | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Consulate Busan + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Category 4, desktop type, 43 or more ppm | HU (403) + Fax |  | 3,000 | 3,500 | | ₩ | ₩ | ₩ |
| Option 1 - Fax | | ₩ | | | | x 15 ea = | ₩ | |
| Option 2 – Stapler Function | | ₩ | | | | x 4 ea = | ₩ | |
| Total Estimated Price per Month | | | | | | | ₩ | |
| x 12 months | | | | | | | ₩ | |
| Replacement for Hard Disk Drive (one-time cost for each designated copier) | | ₩ | | | x 24 | | ₩ | |
| Total Estimated Price for First Option Year | | | | | | | ₩ | |

\* Estimated copies per month for each copier.

\*\* If the offered manufacturer’s model number/type should become out of stock for rental or discontinued during the period of performance, the contractor shall provide a replacement model that is of equivalent or higher capacity specifications as the one offered in the contract and at the same price per copy as offered in the contract.

Additional charge schedule:

Fax: won per unit per month

Stapler Function: won per unit per month

MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of W12,000,000. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed W90,000,000. This reflects the contract maximum.

3.3 Second Option Year

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Copier Description (See Part -B, B.1 for details) | Office  (Room Number) | Manufacturer's Model Number/Type | Monthly Plan Amount | Estimated Copies per Month | | Monthly Usage Charge ₩ | Price per page excessing minimum count ₩ | Total Price ₩ |
| Category 1, console type, 45 or more ppm | CONS-ACS Interview room (1) |  | 4,000 | 4,500 | | ₩ | ₩ | ₩ |
| CONS-ACS (113) + Fax | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| CONS-IV (301) + Fax | 4,000 | 4,500 | | ₩ | ₩ | ₩ |
| FCS (602) | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| GSO/PM/PUR/MP + Fax + Stapler | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| Category 2, console type, 35 or more ppm | FAC office + Fax + Stapler |  | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FMC office (400) + Fax + Stapler | 4,000 | 3,000 | | ₩ | ₩ | ₩ |
| GSO TVU | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FSNI (509) + Fax | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FAC shop | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| Category 3, console type, 25 or more ppm | CONS-ACS Interview room (2) |  | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| IMO Mailroom (105) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| CONS-NIV (201) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| DHS/CBP (305) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| FMC cashier (400F) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Protocol (506) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Local POL (5Fl) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| ECON (600) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| DHS-HSI (106) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| FSI (236) + Fax + Stapler | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| GSO -W/H (NEXP) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| MT Garage | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Consulate Busan + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Category 4, desktop type, 43 or more ppm | HU (403) + Fax |  | 3,000 | 3,500 | | ₩ | ₩ | ₩ |
| Option 1 - Fax | | ₩ | | | | x 15 ea = | ₩ | |
| Option 2 – Stapler Function | | ₩ | | | | x 4 ea = | ₩ | |
| Total Estimated Price per Month | | | | | | | ₩ | |
| x 12 months | | | | | | | ₩ | |
| Replacement for Hard Disk Drive (one-time cost for each designated copier) | | ₩ | | | x 24 | | ₩ | |
| Total Estimated Price for Second Option Year | | | | | | | ₩ | |

\* Estimated copies per month for each copier.

\*\* If the offered manufacturer’s model number/type should become out of stock for rental or discontinued during the period of performance, the contractor shall provide a replacement model that is of equivalent or higher capacity specifications as the one offered in the contract and at the same price per copy as offered in the contract.

Additional charge schedule:

Fax: won per unit per month

Stapler Function: won per unit per month

MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of W12,000,000. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed W90,000,000. This reflects the contract maximum.

3.4 Third Option Year

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Copier Description (See Part -B, B.1 for details) | Office  (Room Number) | Manufacturer's Model Number/Type | Monthly Plan Amount | Estimated Copies per Month | | Monthly Usage Charge ₩ | Price per page excessing minimum count ₩ | Total Price ₩ |
| Category 1, console type, 45 or more ppm | CONS-ACS Interview room (1) |  | 4,000 | 4,500 | | ₩ | ₩ | ₩ |
| CONS-ACS (113) + Fax | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| CONS-IV (301) + Fax | 4,000 | 4,500 | | ₩ | ₩ | ₩ |
| FCS (602) | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| GSO/PM/PUR/MP + Fax + Stapler | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| Category 2, console type, 35 or more ppm | FAC office + Fax + Stapler |  | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FMC office (400) + Fax + Stapler | 4,000 | 3,000 | | ₩ | ₩ | ₩ |
| GSO TVU | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FSNI (509) + Fax | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FAC shop | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| Category 3, console type, 25 or more ppm | CONS-ACS Interview room (2) |  | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| IMO Mailroom (105) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| CONS-NIV (201) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| DHS/CBP (305) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| FMC cashier (400F) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Protocol (506) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Local POL (5Fl) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| ECON (600) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| DHS-HSI (106) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| FSI (236) + Fax + Stapler | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| GSO -W/H (NEXP) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| MT Garage | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Consulate Busan + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Category 4, desktop type, 43 or more ppm | HU (403) + Fax |  | 3,000 | 3,500 | | ₩ | ₩ | ₩ |
| Option 1 - Fax | | ₩ | | | | x 15 ea = | ₩ | |
| Option 2 – Stapler Function | | ₩ | | | | x 4 ea = | ₩ | |
| Total Estimated Price per Month | | | | | | | ₩ | |
| x 12 months | | | | | | | ₩ | |
| Replacement for Hard Disk Drive (one-time cost for each designated copier) | | ₩ | | | x 24 | | ₩ | |
| Total Estimated Price for Third Option Year | | | | | | | ₩ | |

\* Estimated copies per month for each copier.

\*\* If the offered manufacturer’s model number/type should become out of stock for rental or discontinued during the period of performance, the contractor shall provide a replacement model that is of equivalent or higher capacity specifications as the one offered in the contract and at the same price per copy as offered in the contract.

Additional charge schedule:

Fax: won per unit per month

Stapler Function: won per unit per month

MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of W12,000,000. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed W90,000,000. This reflects the contract maximum.

3.5 Fourth Option Year

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Copier Description (See Part -B, B.1 for details) | Office  (Room Number) | Manufacturer's Model Number/Type | Monthly Plan Amount | Estimated Copies per Month | | Monthly Usage Charge ₩ | Price per page excessing minimum count ₩ | Total Price ₩ |
| Category 1, console type, 45 or more ppm | CONS-ACS Interview room (1) |  | 4,000 | 4,500 | | ₩ | ₩ | ₩ |
| CONS-ACS (113) + Fax | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| CONS-IV (301) + Fax | 4,000 | 4,500 | | ₩ | ₩ | ₩ |
| FCS (602) | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| GSO/PM/PUR/MP + Fax + Stapler | 4,000 | 4,000 | | ₩ | ₩ | ₩ |
| Category 2, console type, 35 or more ppm | FAC office + Fax + Stapler |  | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FMC office (400) + Fax + Stapler | 4,000 | 3,000 | | ₩ | ₩ | ₩ |
| GSO TVU | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FSNI (509) + Fax | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| FAC shop | 3,000 | 3,000 | | ₩ | ₩ | ₩ |
| Category 3, console type, 25 or more ppm | CONS-ACS Interview room (2) |  | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| IMO Mailroom (105) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| CONS-NIV (201) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| DHS/CBP (305) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| FMC cashier (400F) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Protocol (506) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Local POL (5Fl) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| ECON (600) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| DHS-HSI (106) + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| FSI (236) + Fax + Stapler | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| GSO -W/H (NEXP) | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| MT Garage | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Consulate Busan + Fax | 2,000 | 2,000 | | ₩ | ₩ | ₩ |
| Category 4, desktop type, 43 or more ppm | HU (403) + Fax |  | 3,000 | 3,500 | | ₩ | ₩ | ₩ |
| Option 1 - Fax | | ₩ | | | | x 15 ea = | ₩ | |
| Option 2 – Stapler Function | | ₩ | | | | x 4 ea = | ₩ | |
| Total Estimated Price per Month | | | | | | | ₩ | |
| x 12 months | | | | | | | ₩ | |
| Replacement for Hard Disk Drive (one-time cost for each designated copier) | | ₩ | | | x 24 | | ₩ | |
| Total Estimated Price for Fourth Option Year | | | | | | | ₩ | |

\* Estimated copies per month for each copier.

\*\* If the offered manufacturer’s model number/type should become out of stock for rental or discontinued during the period of performance, the contractor shall provide a replacement model that is of equivalent or higher capacity specifications as the one offered in the contract and at the same price per copy as offered in the contract.

Additional charge schedule:

Fax: won per unit per month

Stapler Function: won per unit per month

MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of W12,000,000. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed W90,000,000. This reflects the contract maximum.

|  |  |
| --- | --- |
| **Grand Total for Base plus All Option Years :** |  |

PART B - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

B.1 PERFORMANCE WORK STATEMENT (PWS) - EQUIPMENT CAPABILITIES

All models of Black/White 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.

I. Category One (High Speed) copier shall provide the following at a minimum:

1. Copy speed of at least 45 letter size (or A4) copies per minute.
2. Mobile cabinet base.
3. Minimum of three paper trays to accommodate A4, A3, and U.S. size paper.

The standard tray shall store at least 1,000 sheets.

1. Receiving bin.
2. Reduction and enlargement modes.
3. Platens of a minimum of 11" x 17" (ledger size).
4. 10 bin sorter capacity.
5. Automatic document feeder for up to 50 pages.
6. Stapling capabilities (either on-line or off-line) – Selected copiers only
7. Automatic duplexing.
8. Book copying capabilities
9. Front loading paper storage.
10. Copy and fax (selected copiers only) services only (the equipment must not be connected to the network).
11. Digital copier.
12. English and local language on display panel.

II. Category Two (Medium Speed) copier shall provide the following at a minimum:

1. Copy speed of at least 35 letter size (or A4) copies per minute.
2. Mobile cabinet base.
3. Minimum of three paper trays to accommodate A4, A3, and U.S. size paper.

The standard tray shall store at least 1,000 sheets.

1. Receiving bin.
2. Reduction and enlargement modes.
3. Platens of a minimum of 11" x 17" (ledger size).
4. 10 bin sorter capacity.
5. Automatic document feeder for up to 50 pages.
6. Stapling capabilities (either on-line or off-line) – Selected copiers only
7. Automatic duplexing.
8. Book copying capabilities
9. Front loading paper storage.
10. Copy and fax (selected copiers only) services only (the equipment must not be connected to the network).
11. Digital copier.
12. English and local language on display panel.

III. Category Three (Low Speed) copier shall provide the following at a minimum:

1. Copy speed of at least 25 letter size (or A4) copies per minute.
2. Mobile cabinet base.
3. Minimum of three paper trays to accommodate A4, A3, and U.S. size paper.

The standard tray shall store at least 1,000 sheets.

1. Receiving bin.
2. Reduction and enlargement modes.
3. Platens of a minimum of 11" x 17" (ledger size).
4. 10 bin sorter capacity.
5. Automatic document feeder for up to 50 pages.
6. Stapling capabilities (either on-line or off-line) – Selected copiers only
7. Automatic duplexing.
8. Book copying capabilities
9. Front loading paper storage.
10. Copy and fax (selected copiers only) services only (the equipment must not be connected to the network).
11. Digital copier
12. English and local language on display panel.

IV. Category Four (Desktop style) copier shall provide the following at a minimum:

1. Copy speed of at least 43 letter size (or A4) copies per minute.
2. Desktop style.
3. Receiving bin.
4. Minimum of two paper trays to accommodate A4 and letter size paper.

The standard tray shall store at least 1000 sheets.

1. Reduction and enlargement modes.
2. Platens of a minimum of 11" x 17" (ledger size).
3. Automatic document feeder for up to 50 pages.
4. Automatic duplexing.
5. Book copying capabilities
6. Front loading paper storage.
7. Copy and fax (selected copiers only) services only (the equipment must not be connected to the network).
8. Digital copier.
9. English and local language on display panel.

B.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. The Contractor shall ensure that a stock of two months’ supply of consumables are available at all times and placed in the location designated by the COR. Each Key Operator will coordinate delivery of supplies to machines and users.

B.3 MAINTENANCE

B.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 of 08:30 – 17:00.

B.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.

B.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.

B.4 OPERATIONAL REQUIREMENTS

B.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 shall schedule a session to instruct authorized users on operating instructions and service call procedures.

B.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, the Contractor will provide key codes on machines shared by multiple agencies and reported to the Contracting Officer. For access controlled areas and the Consulate Busan office, the Contractor must train key operators how to print out the monthly usage count and fax the record to the contractor.

B.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

B.6 NORMAL BUSINESS HOURS FOR GOVERNMENT

The Contractor shall provide all required types of maintenance service as well as copier installation, equipment demonstrations, and training services on Monday – Friday excluding holidays listed in Section 2, 2.8 (a)during the hours of ***0830 ~1700.***

B.7 TECHNOLOGICAL REFRESHMENT

After contract award, the Government may; pursuant to FAR clause 52.212-4 - Contract Terms and Conditions –Commercial Items, paragraph (c), Changes; request changes within the scope of the contract. These changes may be required to improve performance or react to changes in technology.

The Contractor may propose for the Government’s technological refreshment, substitutions or additions for any provided products or services that may become available as a result of technological improvements.  The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has, or has not, formally announced for marketing purposes.  This action is considered to be within the scope of the contract.  At the option of the Government, a demonstration of the substitute product may be required.  The Government is under no obligation to modify the contract in response to the proposed additions or substitutions.

Such substitutions or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

1. The proposed product(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.
2. The proposed product(s) shall have the capacity, performance, or functional characteristics equal to or greater than, the current product(s).
3. The proposal shall discuss the impact on hardware, services, and delivery schedules.  The cost of the changes not specifically addressed in the proposal shall be borne entirely by the Contractor.
4. Contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government.  Contractor will use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products.  If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment, increasing or decreasing the contract price, may be required and any other affected provisions of this contract shall be made in accordance with FAR clause 52.212-4, paragraph (c), Changes, and other applicable clauses of the contract.

PART C - PACKING AND MARKING

C.1. PACKING, SHIPPING AND DELIVERY

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

C.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 five (5)days before copier arrival. The Contractor shall provide notification of arrival of supplies, unless hand carried by service technician at least three (3) days before scheduled arrival.

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

a. Description

b. Serial number

c. Delivery location

d. Applicable copy cost

C.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.

C.3. COPYING EQUIPMENT FOR SENSITIVE WORK AREAS

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

PART D - INSPECTION AND ACCEPTANCE

D.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.

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](https://acquisition.gov/browse/index/far) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://gov.ecfr.io/cgi-bin/text-idx?SID=d9a7851186785ba2b1896db79b1b6b29&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl) to see the links to the FAR.  You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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

D.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** |
| **Services.**  Performs all copier servicesset forth in the performance work statement (PWS) | B.1 ~ B.7 | All required services are performed and no more than one (1) customer complaint is received per month |

D.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.

D.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.

D.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.

PART E - DELIVERIES OR PERFORMANCE

E.1. PERIOD OF PERFORMANCE

E.1.1. The performance period of this contract is from 3 February 2023 to 2 February 2024*.*

E.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.

E.2 FAR 52.252‑2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](https://acquisition.gov/browse/index/far) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://gov.ecfr.io/cgi-bin/text-idx?SID=d9a7851186785ba2b1896db79b1b6b29&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl) to see the links to the FAR.  You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-15 STOP WORK ORDER (AUG 1989)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE’S PREMISES (AUG 1984)

E.3. TIME OF DELIVERY

The Contractor shall install following instructions provided by the Contracting Officer on signed task orders coordinated with the COR. Delivery shall occur within seven (7) days unless the task order states otherwise. The Contractor shall give advance notice of copier delivery and installation at least three (3) days before copier arrival. The Contractor shall give notification of arrival of supplies, unless hand carried by a service technician, at least two (2) days before the scheduled arrival.

Upon delivery, the Contractor shall provide to the Key Operators, with a copy to the COR, the following information on equipment:

* Description of Equipment
* Serial Number
* Delivery Location
* Applicable Cost per Copy
* Instruction for copier operation

E.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.

E.5. 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 three (3) times per month. The Contractor shall provide a replacement machine of equal or greater capabilities to assure that offices go no longer than two (2) working days 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 cost-per-copy price for the original machine will continue to apply. The Contractor is solely responsible for maintaining copiers in good condition.

E.6. 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.

E.7. 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

E.8. 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.

E.9. PLACING OF SERVICE CALLS

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

E.10. 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.

PART F - CONTRACT ADMINISTRATION DATA

F.1. CONTRACTING OFFICER’S REPRESENTATIVE (COR) AND KEY OPERATORS

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

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

(b) The COR for this contract is the Information Management Office.

F.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.

F.1.3 KEY OPERATORS

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

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

F.2. INVOICE REQUIREMENTS AND PAYMENT

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

(1) Contractor's name and mailing address (for payments by checks) or Contractor's name

and bank account information (for payments by wire transfers).

(2) Invoice date.

(3) Contract number.

(4) Summary showing a listing of each machine by location and serial number with a total monthly price for that machine. Attached to each summary invoice a detailed invoice for each agency

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

a) Make and model of machine

b) Location and serial number of machine

c) Monthly volume of copies made by machine

d) Copier rate applied and total price for copying services

e) Calendar month covered by invoice

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

(5) Prompt payment discount, if any.

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

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

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

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

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

[SeoulFMCinvoice@state.gov](mailto:SeoulFMCinvoice@state.gov)

F.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.

F.4. ORDERING OFFICIAL

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

PART G - SPECIAL CONTRACT REQUIREMENTS

G.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.

G.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.

G.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.

G.2. MACHINE MOVEMENTS - The Contractor shall be responsible for all machine movements, deliveries, installations and removals.

G.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 SEVEN (7) days of receipt of task order or task order modification. There will be no charge associated with removal, movement or addition of copiers except for adjustments to copier rates as a result of machine location or size changes.

G.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.)

G.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).

G.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.

G.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.

G.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.

**ATTACHMENT 1**

ESTIMATED MACHINE REQUIREMENT SCHEDULE

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Category | No | Office | Location | Estimated Copies per Month | Monthly Basic Count |
| 1 (45ppm)  5ea | 1 | CONS-ACS Interview room (1) | Chancery | 4,500 | 4,000 |
| 2 | CONS-ACS (113) + Fax | Chancery | 4,000 | 4,000 |
| 3 | CONS-IV (301) + Fax | Chancery | 4,500 | 4,000 |
| 4 | FCS (602) | Chancery | 4,000 | 4,000 |
| 5 | GSO/PM/PUR/MP + Fax + Stapler | Annex | 4,000 | 4,000 |
| 2 (35ppm)    5ea | 1 | FAC office + Fax + Stapler | Annex | 3,000 | 3,000 |
| 2 | FMC office (400) + Fax + Stapler | Chancery | 4,000 | 3,000 |
| 3 | GSO TVU | Chancery | 3,000 | 3,000 |
| 4 | FSNI (509) + Fax | Chancery | 3,000 | 3,000 |
| 5 | FAC shop | Annex | 3,000 | 3,000 |
| 3 (25ppm)  13ea | 1 | CONS-ACS Interview room (2) | Chancery | 2,000 | 2,000 |
| 2 | IMO Mailroom (105) + Fax | Chancery | 2,000 | 2,000 |
| 3 | CONS-NIV (201) + Fax | Chancery | 2,000 | 2,000 |
| 4 | DHS/CBP (305) | Chancery | 2,000 | 2,000 |
| 5 | FMC cashier (400F) | Chancery | 2,000 | 2,000 |
| 6 | Protocol (506) + Fax | Chancery | 2,000 | 2,000 |
| 7 | Local POL (5Fl) + Fax | Chancery | 2,000 | 2,000 |
| 8 | ECON (600) + Fax | Chancery | 2,000 | 2,000 |
| 9 | DHS-HSI (106) + Fax | Annex | 2,000 | 2,000 |
| 10 | FSI (236) + Fax + Stapler | Annex | 2,000 | 2,000 |
| 11 | GSO -W/H (NEXP) | Annex | 2,000 | 2,000 |
| 12 | MT Garage | Annex | 2,000 | 2,000 |
| 13 | Consulate Busan + Fax | Busan | 2,000 | 2,000 |
| 4 (43ppm) | 1 | HU (403) + Fax | Chancery | 3,500 | 3,000 |
| **Total** | **24** |  |  |  |  |

**SECTION 2 - CONTRACT CLAUSES**

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

2.1. FAR 52.252‑2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](https://acquisition.gov/browse/index/far) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://gov.ecfr.io/cgi-bin/text-idx?SID=d9a7851186785ba2b1896db79b1b6b29&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl) to see the links to the FAR.  You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

CLAUSE TITLE AND DATE

52.202-1 DEFINITIONS (JUN 2020)

52.203-3 GRATUITIES (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY

OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL

OR IMPROPER ACTIVITY (MAY 2014)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE

CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 2020)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT

FORMAT (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED

COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING

DATA – MODIFICATIONS (JUN 2020)

52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA —MODIFICATIONS (NOV 2021)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020)

52.222.50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.225-5 TRADE AGREEMENTS (OCT 2019)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN

PROCUREMENTS (FEB 2021)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION

(JAN 1997)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.232-1 PAYMENTS ( APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)

52.232-25 PROMPT PAYMENT (JAN 2017)

52.232-32   PERFORMANCE-BASED PAYMENTS (APR 2012)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -

SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

52.233-1 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

* + 1. APPLICABLE LAW FOR BREACH OF CONTRACT

CLAIM (OCT 2004)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS,

EQUIPMENT, AND VEGETATION (APR 1984)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JUL 1995)

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

(APR 1984)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

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

52.245-9 USE AND CHARGES (APR 2012)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE

(JUNE 2003)

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

52.246-26 REPORTING NONFORMING ITEMS (JUN 2020)

52.248-1 VALUE ENGINEERING (JUN 2020)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

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)

2.2. FAR CLAUSES INCLUDED IN FULL TEXT.

2.2.1 52.216-18 ORDERING (AUG 2020)

1. 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 3 February 2023 through 2 February 2023.
2. All delivery orders or tsk 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.
3. A delivery order or task order is considered “issued” when –
4. If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
5. If sent by fax, the Government transmits the order to the Contractor’s fax number; or
6. If sent electronically, the Government either –
7. Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
8. Distributes the delivery order or task order via email to the Contractor’s email address.
9. Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

2.2.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than KRW 12,000,000; the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

Any order for a combination of items in excess of KRW 80,000,000.

(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.

2.2.3. 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.

2.2.4. 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.

2.2.5. 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 \_\_\_\_\_\_\_\_ (years).

2.2.6 52.229-12  TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND

REPRESENTATION (FEB 2021)

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

*Foreign person* means any person other than a United States person.

*United States person*, as defined in [26 U.S.C. 7701](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section7701&num=0&edition=prelim)(a)(30), means–

           (1) A citizen or resident of the United States;

           (2) A domestic partnership;

           (3) A domestic corporation;

           (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section7701&num=0&edition=prelim)(a)(31)); and

           (5) Any trust if-

                (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

                (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

      (b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

      (c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](https://www.irs.gov/w14).

           (2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](https://www.acquisition.gov/far/52.229-11#FAR_52_229_11), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall–

                (i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim); and

                (ii) Comply with paragraph (c)(1) of this clause.

      (d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

      (e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) tax is a tax matter, not a contract issue.

      (f) Taxes imposed under [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) may not be—

1. Included in the contract price; nor
2. Reimbursed.

      (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

2.2.7. 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.

2.3. 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.

2.4 PAYMENT IN LOCAL CURRENCY

All payments shall be made in Korean Won.

2.5 ADDITIONAL DOSAR CLAUSES

2.5.1. 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD

ISSUANCE PROCEDURES (MAY 2011)

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

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

(End of clause)

2.5.2 652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this [paragraph (c)](https://www.ecfr.gov/current/title-48/section-652.215-70#p-652.215-70(c)), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

2.5.3 652.216-70 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.

2.5.4 652.225-71 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.

2.5.5 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE

LEAVE (FEB 2015)

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

New Year’s Day (A & K)

Martin Luther King, Jr.’s Birthday (A)

Seol-Nal (Lunar New Year Days) (K)

Presidents’ Day (A)

Sukka Tansin Il (Buddha’s Birthday) (K)

Orininal (Children’s Day) (K)

Memorial Day (A)

Hyun Choong Il (Memorial Day) (K)

Independence Day (A)

Kwang Bok Jul (Independence Day) (K)

Labor Day (A)

Chusok (Korean Thanksgiving Days) (K)

Han Geul Nal (Korean Alphabet Day) (K)

Columbus Day (A)

Veterans Day (A)

Thanksgiving Day (A)

Christmas Day (A & K)

(A) - Denotes American holiday (K) - Denotes Korean holiday

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

(b) When New Year’s Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday 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 contractors accounting policy.

(End of clause)

2.5.6 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

2.5.7 652.243-70 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.

2.5.8 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)

**SECTION 3 - REPRESENTATIONS AND CERTIFICATIONS**

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

3.1 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.

3.2. 52.203‑11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS

TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(SEP 2007)

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

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

.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

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

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

3.3 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT

REQUIRE CERTAIN INTERNAL CONFIDENTIALITY

AGREEMENTS OR STATEMENTS – REPRESENTATION

(JAN 2017)

      (a) Definition. As used in this provision-

      Internal confidentiality agreement or statement, subcontract, and subcontractor , are defined in the clause at [52.203-19](https://www.acquisition.gov/far/part-52#FAR_52_203_19), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

      (b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

      (c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

      (d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

3.4 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 (3l 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.5 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:

3.6 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is*\_****524113/524114****\_* .

           (2) The small business size standard is ***38,500,000 MILLION DOLLARS***.

           (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

                (i)Is set aside for small business and has a value above the simplified acquisition threshold;

                (ii)Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

                (iii)Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

      (b)

(1) If the provision at [52.204-7](https://www.acquisition.gov/far/52.204-7#FAR_52_204_7), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

           (2) If the provision at [52.204-7](https://www.acquisition.gov/far/52.204-7#FAR_52_204_7), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

                (i) *□* Paragraph (d) applies.

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

      (c)

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

                (i) [52.203-2](https://www.acquisition.gov/far/52.203-2#FAR_52_203_2), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

                     (A) The acquisition is to be made under the simplified acquisition procedures in [part  13](https://www.acquisition.gov/far/part-13#FAR_Part_13);

                     (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

                     (C) The solicitation is for utility services for which rates are set by law or regulation.

                (ii) [52.203-11](https://www.acquisition.gov/far/52.203-11#FAR_52_203_11), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

                (iii) [52.203-18](https://www.acquisition.gov/far/52.203-18#FAR_52_203_18), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

                (iv) [52.204-3](https://www.acquisition.gov/far/52.204-3#FAR_52_204_3), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](https://www.acquisition.gov/far/52.204-7#FAR_52_204_7), System for Award Management.

                (v) [52.204-5](https://www.acquisition.gov/far/52.204-5#FAR_52_204_5), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

                     (A) Are not set aside for small business concerns;

                     (B) Exceed the simplified acquisition threshold; and

                     (C) Are for contracts that will be performed in the United States or its outlying areas.

                (vi) [52.204-26](https://www.acquisition.gov/far/52.204-26#FAR_52_204_26), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

                (vii) [52.209-2](https://www.acquisition.gov/far/52.209-2#FAR_52_209_2), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

                (viii) [52.209-5](https://www.acquisition.gov/far/52.209-5#FAR_52_209_5), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

                (ix) [52.209-11](https://www.acquisition.gov/far/52.209-11#FAR_52_209_11), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

                (x) [52.214-14](https://www.acquisition.gov/far/52.214-14#FAR_52_214_14), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

                (xi) [52.215-6](https://www.acquisition.gov/far/52.215-6#FAR_52_215_6), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

                (xii) [52.219-1](https://www.acquisition.gov/far/52.219-1#FAR_52_219_1), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

                     (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

                     (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

                     (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

                (xiii) [52.219-2](https://www.acquisition.gov/far/52.219-2#FAR_52_219_2), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

                (xiv) [52.222-22](https://www.acquisition.gov/far/52.222-22#FAR_52_222_22), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](https://www.acquisition.gov/far/52.222-26#FAR_52_222_26), Equal Opportunity.

                (xv) [52.222-25](https://www.acquisition.gov/far/52.222-25#FAR_52_222_25), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](https://www.acquisition.gov/far/52.222-26#FAR_52_222_26), Equal Opportunity.

                (xvi) [52.222-38](https://www.acquisition.gov/far/52.222-38#FAR_52_222_38), Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

                (xvii) [52.223-1](https://www.acquisition.gov/far/52.223-1#FAR_52_223_1), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](https://www.acquisition.gov/far/52.223-2#FAR_52_223_2), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

                (xviii) [52.223-4](https://www.acquisition.gov/far/52.223-4#FAR_52_223_4), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

                (xix) [52.223-22](https://www.acquisition.gov/far/52.223-22#FAR_52_223_22), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](https://www.acquisition.gov/far/52.204-7#FAR_52_204_7).)

                (xx) [52.225-2](https://www.acquisition.gov/far/52.225-2#FAR_52_225_2), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](https://www.acquisition.gov/far/52.225-1#FAR_52_225_1).

                (xxi) [52.225-4](https://www.acquisition.gov/far/52.225-4#FAR_52_225_4), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3).

                     (A) If the acquisition value is less than $25,000, the basic provision applies.

                     (B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

                     (C) If the acquisition value is $50,000 or more but is less than $92,319, the provision with its Alternate II applies.

                     (D) If the acquisition value is $92,319 or more but is less than $100,000, the provision with its Alternate III applies.

                (xxii) [52.225-6](https://www.acquisition.gov/far/52.225-6#FAR_52_225_6), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](https://www.acquisition.gov/far/52.225-5#FAR_52_225_5).

                (xxiii) [52.225-20](https://www.acquisition.gov/far/52.225-20#FAR_52_225_20), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

                (xxiv) [52.225-25](https://www.acquisition.gov/far/52.225-25#FAR_52_225_25), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

                (xxv) [52.226-2](https://www.acquisition.gov/far/52.226-2#FAR_52_226_2), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

          [Contracting Officer*check as appropriate.*]

                  \_\_ (i) [52.204-17](https://www.acquisition.gov/far/52.204-17#FAR_52_204_17), Ownership or Control of Offeror.

                  \_\_ (ii) [52.204-20](https://www.acquisition.gov/far/52.204-20#FAR_52_204_20), Predecessor of Offeror.

                  \_\_ (iii) [52.222-18](https://www.acquisition.gov/far/52.222-18#FAR_52_222_18), Certification Regarding Knowledge of Child Labor for Listed End Products.

                  \_\_ (iv) [52.222-48](https://www.acquisition.gov/far/52.222-48#FAR_52_222_48), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

                  \_\_ (v) [52.222-52](https://www.acquisition.gov/far/52.222-52#FAR_52_222_52), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

                  \_\_ (vi) [52.223-9](https://www.acquisition.gov/far/52.223-9#FAR_52_223_9), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

                  \_\_ (vii) [52.227-6](https://www.acquisition.gov/far/52.227-6#FAR_52_227_6), Royalty Information.

                        \_\_ (A) Basic.

                        \_\_ (B) Alternate I.

                  \_\_ (viii) [52.227-15](https://www.acquisition.gov/far/52.227-15#FAR_52_227_15), Representation of Limited Rights Data and Restricted Computer Software.

      (d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through [https://www.sam.gov](https://www.sam.gov/). After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](https://www.acquisition.gov/far/4.1201#FAR_4_1201)); except for the changes identified below [offeror*to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

|  |
| --- |
| FAR Clause # Title Date Change |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

(End of provision)

3.7 52.204-24 REPRESENTATION REGARDING CERTAIN

TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

SERVICES OR EQUIPMENT (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it ‘‘does not provide covered telecommunications equipment or

services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument’’ in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications–Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this

provision if the Offeror has represented that it ‘‘does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services’’ in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision— *Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#unique_1605198408), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

                (i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

                (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

           (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

                (i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

                (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

      (c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ([https://www.sam.gov](https://www.sam.gov/)) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

      (d) *Representation.* The Offeror represents that—

           (1)It *□* will, *□* will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

           (2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

          It *□* does, *□* does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

      (e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

                (i)For covered equipment—

                     (A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

                     (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

                     (C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

                (ii)For covered services—

                     (A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

                     (B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

           (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

                (i)For covered equipment—

                     (A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

                     (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

                     (C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

                (ii)For covered services—

                     (A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

                     (B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

3.8 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-

REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

3.9 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC

CORPORATIONS.REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1146366)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%209_1.html#wp1085903)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%209_1.html#wp1085953).

(c) Representation. The Offeror represents that.

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

3.10 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS

(AUG 2020)

      (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 (if offeror checks "have", the offeror shall also see [52.209-7](https://www.acquisition.gov/far/part-52#FAR_52_209_7), if included in this solicitation);

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

                     (D) Have *□*, have not *□*, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5](https://www.acquisition.gov/far/part-9#FAR_9_104_5)(a)(2) for which the liability remains unsatisfied.

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

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

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

                          (2) *Examples*.

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

3.11 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-

CERTIFICATION. (FEB 2021)

      (a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR [2.101](https://www.acquisition.gov/far/2.101#FAR_2_101).

      (b) *Certification*. [*Offeror shall check either (1) or (2).*]

            \_\_ (1) The Offeror certifies that–

                (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section2593a&num=0&edition=prelim)). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

                (ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section2593a&num=0&edition=prelim)). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

            \_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

      (c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

           (1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

           (2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

                (i) An inability to certify compliance.

                (ii) An inability to conclude compliance.

                (iii) A statement about compliance concerns.

           (3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

           (4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

      (d) Do not submit an offer unless—

           (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

           (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

                (i) Waived application under [22 U.S.C. 2593e](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section2593e&num=0&edition=prelim)(d) or (e); or

                (ii) Determined under [22 U.S.C. 2593e](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section2593e&num=0&edition=prelim)(g)(2) that the entity has ceased all activities for which measures were imposed under [22 U.S.C. 2593e](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section2593e&num=0&edition=prelim)(b).

      (e) *Remedies*. The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

3.12 52.225-18  PLACE OF MANUFACTURE.

As prescribed in [25.1101](https://www.acquisition.gov/far/part-25#FAR_25_1101) (f)(, insert the following solicitation provision:

PLACE OF MANUFACTURE (AUG 2018)

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

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except-

           (1) FPSC 5510, Lumber and Related Basic Wood Materials;

           (2) Product or Service Group (PSG) 87, Agricultural Supplies;

           (3) PSG 88, Live Animals;

           (4) PSG 89, Subsistence;

           (5) PSC 9410, Crude Grades of Plant Materials;

           (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

           (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

           (8) PSC 9610, Ores;

           (9) PSC 9620, Minerals, Natural and Synthetic; and

           (10) PSC 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.

(End of provision)

3.13 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS

OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

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

“Marginalized populations of Sudan” means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

(End of provision)

3.14 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND

REPRESENTATION (JUN 2020)

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14****.* Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [\_\_]is [\_\_]is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [\_\_\_\_] a full exemption, or [\_\_\_\_] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions****.*

(End of provision)

3.15 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://acquisition.gov/browse/index/far) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://gov.ecfr.io/cgi-bin/text-idx?SID=d9a7851186785ba2b1896db79b1b6b29&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl) to see the links to the FAR.  You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN

CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN

(JUN 2020)

3.16 652.225-70 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.

**SECTION 4 – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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

1. List of clients over the past two (2) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Korea then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

* Quality of services provided under the contract;
* Compliance with contract terms and conditions;
* Effectiveness of management;
* Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
* Business integrity / business conduct.

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

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

3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided

4. The offeror’s strategic plan for copier rental services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

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

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

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

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

Volume Title No. of Copies

1 Executed Standard Form 1449 and completed Section 3 - 1

REPRESENTATIONS, CERTIFICATIONS AND OTHER

STATEMENTS OF OFFERORS

2 Price Proposal and completed PART A - 1

SUPPLIES OR SERVICES AND PRICES/COSTS

3 Technical and Business Management Plan; including 1 brochures, specifications and other descriptive literature

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

4.1.1. DETAILED INSTRUCTIONS.

L.1.1.1. Volume 1: Standard Form 1449 (SF 1449) and Section 3.

Complete blocks 12,17,19-24, and 30 as appropriate, of the SF 1449 and all items of Section 3.

L.1.1.2. Volume 2: Price proposal and Section 1, Part A.

(a) PRICE PROPOSAL. Complete the pricing schedules provided in Section 1, Part A for the base and each optional period of performance.

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

(A) EQUIPMENT DESCRIPTION- Describe your equipment, ease in using your equipment, and its compliance with the requirements of Section1, Part B of this solicitation. Describe the quality and standards of the equipment and manufacturer, including equipment repair and servicing. Provide copier brochures and other descriptive literature describing capabilities and other features that clearly show the equipment is in compliance with the specifications for the category of copier proposed. Proposals that merely restate the specifications may be declared unacceptable.

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

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

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

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

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

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

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

(2) Contract number and type.

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

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

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

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

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

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

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

4.2. 52.252‑1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://acquisition.gov/browse/index/far) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://gov.ecfr.io/cgi-bin/text-idx?SID=d9a7851186785ba2b1896db79b1b6b29&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl) to see the links to the FAR.  You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16 Commercial and Government Entity Code reporting (AUG 2020)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

* + 1. INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION

(JAN 2017)

52.237-1 SITE VISIT (APR 1984)

4.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

52.233‑2 SERVICE OF PROTEST (SEP 2006)

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

|  |
| --- |
| Management Counselor |
| U.S. Embassy |
| #188, Sejongdaero |
| Jongno-gu, Seoul, 03141 Korea |
|  |
|  |

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

4.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on 30 November 2022 at 14:00 at the U.S Embassy, Annex. Offerors are urged to submit written questions using the address provided in block 16 of Standard Form 1449, Solicitation, Offeror and Award, of this solicitation. Attendees should bring written questions to the proposal conference. As time permits and after the Contracting Officer discusses the solicitation and written questions are answered, oral questions will be taken.

4.5 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN.

As prescribed in 606.570, insert the following provision:

ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

1. For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).
2. For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

4.6 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past two (2) years;

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

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

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

**SECTION 5 - EVALUATION FACTORS FOR AWARD**

5.1 EVALUATION OF PROPOSALS.

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

5.1.2. BASIS FOR AWARD.

The Government intends to award a contract resulting from this solicitation to the lowest priced, acceptable offeror who is a responsible contractor. The Government will evaluate price as stated in this section. The Government will evaluate acceptability based on compliance with the solicitation requirements and the technical information provided by the offeror with its proposal. The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

1. Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
2. Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror/quoter with its proposal/quotation.
3. Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
4. Responsibility Determination. The Government will determine contractor responsibility. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
5. adequate financial resources or the ability to obtain them;
6. ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
7. satisfactory record of integrity and business ethics;
8. necessary organization, experience, and skills or the ability to obtain them;
9. necessary equipment and facilities or the ability to obtain them; and

Be otherwise qualified and eligible to receive an award under applicable laws

and regulations.

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

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

5.3. QUANTITIES FOR EVALUATION AND PRICE EVALUATION PROCEDURE

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

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

(1) Multiplying the estimated number of monthly copies times the cost per copy price for each category of copier (Categories One through Five);

(2) Adding the total monthly amounts for the five copier categories to reach a monthly total;

(3) Multiply that total by 12 months to compute an annual total. The annual totals for the base period and each optional period will then be added together to compute the estimated total contract price.

5.4. 52.217-5 EVALUATION OF OPTIONS (JUN 1988)

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

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

5.5. SEPARATE CHARGES

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

5.6. AWARD WITHOUT DISCUSSIONS

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