



U.S. Department of Justice

United States Attorney  
District of New Mexico

Post Office Box 607  
Albuquerque, New Mexico 87103

505/346-7274  
FAX 505/346-7296

February 1, 2012

To: Prospective Contractor(s)

Ref: DJJ-12-R-USA51-5002 - Maintenance Contract - Canon IRC 5185 Color Copiers

Dear Contractor,

The United States Attorney's Office for the District of New Mexico has issued the attached Request For Quotation (RFQ) for the goods & services described in block 11 of attached SF-18, Request For Quotation. For specific requirements, please see the attached Request for Quotation (RFQ) and corresponding attachments. Prospective vendors must complete:

1. Blocks 12, 13, 14 & 15 on the attached Standard Form 18, Request for Quotation,
2. List or attach your proposal or response, with your quote to the Standard Form 18, Request for Quotation
3. Complete Attachment A, Request for Quotation (Please include your Federal Tax ID and DUNS number)

Contractor shall submit their quote and required documentation to the issuing Contracting Officer by the date and time listed in block 10 of attached SF 18, Request for Quotation. Your response to this solicitation may be mailed, hand delivered to the address listed in block 9 of the REQ, faxed to 505-346-7278, or e-mailed to: [antonio.griego@usdoj.gov](mailto:antonio.griego@usdoj.gov).

Your services to the United States Attorney's Office are greatly appreciated. If you have any questions regarding the attached RFQ, please contact me at (505) 224-1492.

Sincerely,

ANTONIO M. GRIEGO  
Contracting Officer  
United States Attorney's Office  
District of New Mexico

Enclosures

cc:  
-Solicitation File

<b>REQUEST FOR QUOTATION</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1	OF 	PAGES 21
1. REQUEST NO. <b>DJJ-12-R-USA51-5002</b>	2. DATE ISSUED 2/1/2012	3. REQUISITION/PURCHASE REQUEST NO. <b>NA</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		
5a. ISSUED BY U.S. Attorney's Office District of New Mexico PO Box 607, Albuquerque, New Mexico 87103			6. DELIVER BY (Date)				
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY				
NAME Antonio M. Griego email: antonio.griego@usdoj.gov		TELEPHONE NUMBER AREA CODE (505) NUMBER 224-1492		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			9. DESTINATION
8. TO:			United States Attorney's Office District of New Mexico				
a. NAME Prospective Contractor		b. COMPANY		b. STREET ADDRESS 201 Third St. NW Suite 900			
c. STREET ADDRESS			c. CITY Albuquerque				
d. City		e. STATE	f. ZIP CODE		d. STATE NM	e. ZIP CODE 87102	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>February 8, 5:00 P.M. MDT</b>		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
<b>11. SCHEDULE (Include applicable Federal, State and local taxes)</b>							
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0001	Prospective Offerors shall provide a price quote for a maintenance service contract for 3 each Canon, IRC5185I Color Copiers for the United States Attorney's Office for the District of New Mexico – Albuquerque, New Mexico Office.						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS	
						NUMBER	PERCENTAGE
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION		
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE		
STREET ADDRESS							
c. COUNTY			a. NAME (Type or print)		AREA CODE		
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER		

**REQUEST FOR QUOTATION DJJ-12-R-USA51-5002**

**CONTINUATION OF STANDARD FORM 18**

The following addenda are hereby made to the numbered blocks appearing on Standard Form 18

**BLOCKS 11 a. THROUGH f. – SCHEDULE/PRICES**

**1.0 STATEMENT OF WORK**

**1.1 Scope of Work** – Contractor shall provide a total maintenance protection plan for 3 each Canon IRC5185I Color Copiers, Serial Numbers: MER00601, MER00587 & MER00523. Contractor to provide all labor, software and parts under contract agreement. Contractor shall identify any supplies not included (i.e. toners or drums) under proposed maintenance agreement, other than, staples, transparencies and/or paper, which are considered excluded from any future awards. Contractor shall perform periodic and Canon U.S.A. Inc. recommended maintenance, software updates and preventive maintenance on copier. Contractor shall update, maintain, and/or repair all mechanical and software applications on equipment. Contractor shall provide technical assistance and consultation to the District of Mexico Information Technology Staff on issues relating to network connectivity and software related issues. In the event that copier repairs require extended repair time, contract shall provide an equal like copier, as a service loaner at no additional cost to the Government. The Government shall provide monthly copy counts to the Contractor by not later than the last day of the current month.

**1.1.1. Location:** U.S. Attorney's Office District of New Mexico  
201 Third St. NW Suite 900  
Albuquerque, NM 87102

**1.1.2 Equipment:**

- (A) 1 EA Canon IRC5185I Color Copier, Serial Number: MER00601
- (B) 1 EA Canon IRC5185I Color Copier, Serial Number: MER00587
- (C) 1 EA Canon IRC5185I Color Copier, Serial Number: MER00523

**1.1.3 Estimated Average Workload.** Average copier usage shall vary each month. For the purposes of this solicitation, the estimate provide below is provide provided as an estimate only.

- Black & White Copies: 5,000 CPM
- Color Copies: 5,000 CPM

**1.1.4 Pricing.**

Model # (Canon)	Serial #	Monthly Base Fee	Monthly Copy Allowance	Excess Copy Cost	Total Monthly Cost	Total Yearly Cost
IR5185 Color Copier	MER00587					
IR5185 Color Copier	MER00601					
IR5185 Color Copier	MER00523					
New Mexico Gross Receipts Tax (If Included)						
Net Cost:						

**FAR 213-3 Notice to Supplier.**

**Notice to Supplier (Apr 1984)**

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, Withhold Performance, and notify the Contracting Officer immediately, giving your quotation.

(End of clause)

(FAR 52.213-3, Notice to Supplier. This order shall be issued on a not to exceed basis. The contractor agrees to use their best effort to complete performance within the "not to exceed" figures listed in block 17, Schedule, of the Order for Supplies or Services issued. The contractor shall notify the contracting officer, promptly in writing, whenever it has reason to believe that costs incurred shall exceed 75% of the cumulative NTE amount provide in the schedule.)

**1.1.5 Response Times.** Contractor shall have a four (4) hour response time on all service calls placed during normal business hours, Monday – Friday, between the hours of 8:00 AM to 5:00 PM MST. Contractor shall provide a fixed rate for emergency calls placed outside the normal business hours and service calls placed during Federal designated holidays.

**1.1.6 Security and Personnel Requirements.** Personnel performing under this contract shall be required to comply with the "Notice of Contractor Personnel

Security Clearance Requirements” listed in the Clauses Incorporated by Reference. Personnel having access to the telephone system or accessing the U.S. Attorney’s Office shall be required to complete an SF-85, Questionnaire for Non-Sensitive Positions, and undergo a Federal Bureau of Investigation name and fingerprint check. Additionally, this contract shall be subject to FAR 52.222-3 Convict Labor Clause (June 2003).

**1.1.7 Period of Performance.** The performance period on this contract shall be from: March 1, 2012 to February 28, 2013.

**1.1.8 Section 508 of the Rehabilitation Act of 1973.** This contract is subject to Section 508 of the Rehabilitation Act of 1973. All Contractors receiving this RFQ shall also receive a Section 508 Vendor Notification Form, along with the Section 508 Accessibility Standards, that apply to the electronic, information & technology (E&IT) equipment they shall be servicing under this contract. For products or services which are E&IT, vendors must specify how each product or service complies with the Section 508 standards applicable by completing the Voluntary Product Accessibility Template (VPAT) found at [www.section508.gov](http://www.section508.gov) or providing written documentation as to compliance with each Accessibility Standard as identified in the Section 508 Accessibility Standards provided by the Contracting Officer. The Contractor must sign and return the Section 508 Vendor Notification along with the VPAT to the issuing Contracting Officer. Failure to certify by failing to provide a VPAT shall disqualify the offeror from consideration of this award.

**1.2 Inspection and Acceptance.** Inspection and acceptance shall be at destination, unless otherwise provided. Until delivery and acceptance and after any rejection, risk of loss shall be on the Contractor unless loss results from negligence of the Government.

**1.3 Invoicing Requirement.** Invoicing shall be done monthly in arrears. Contractor shall prepare an invoice and submit it to the address listed below. To constitute a proper invoice, the invoice must contain the following information: (a) The name and Taxpayer Identification Number (TIN) of the business entity or individual (if the individual has no TIN, the Social Security Number may be used); (b) The date of the invoice; (c) A description, itemization and price for all services rendered; (d) The date or the period of time over which the services were rendered; and (e) The name, telephone number and complete mailing address of the responsible official to whom payment is sent.

**1.4 Payment Method -** Payment shall be done by Electronic Funds Transfer (EFT). The Government reserves the right to make payments to the Contractor via EFT in accordance with FAR clause 52.232-34, incorporated by reference into this RFQ. If payment is to be made via EFT, the Contractor shall be required to complete and EFT Enrollment Form upon award and acceptance of this contract.

**1.5 Interest on Overdue Payments.** (i) The Prompt Payment Act, Public Law 99-177 (96 Stat. 85, 31 U.S.C. 1801, as amended) is applicable to payments under this Contract and requires the payment of interest on overdue payments and improperly taken discounts, Determination of interest due shall be made in accordance with the Provisions of the Prompt Payment Act.

**1.6 Payment Inquiries.** All follow-up invoices shall be marked "Duplicate of Original" Contractor questions regarding payment information or check identification should be directed to the U.S. Attorney's Office, Budget Officer, at (505) 224-1441.

**1.7 Use of Taxpayer Identification Number.** In accordance with the requirements of the Debt Collection Act of 1996, Public Law 104-134, it is the intent of the Department of Justice to use your Taxpayer Identification Number for purposes of collecting and reporting on any delinquent amounts arising out of your relationship with the Government.

**1.8 Tax and Taxation** – The United States Government is not immune from New Mexico Gross Receipts Tax (NMGRT) on services. NMGRT is explicitly imposed upon the vendor and/or person supplying the services, therefore, the United States Government is not immune to such tax, unless specifically exempted by State Law and/or regulation.

**1.9 Central Contractor Registration.** Prior to award of this contract, the prospective contractor shall be required to obtain a Data Universal Number System (DUNS) number assigned by Dun and Bradstreet and then complete the Government's registration in the Central Contractor Registration (CCR) data base. Contractors registered in CCR must have a valid and current registration on file before this contract can be awarded. Failure to obtain a current registration in CCR could disqualify the Contractor from consideration of this award. Additional information shall be provided by the Contracting Officer.

**1.10 Effective Date of Communications/Signatures sent by Facsimile** – The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile or email transmission shall be considered as enforceable and valid as original signature by the party signing. The effective date of communication between the parties shall be determined as follows:

**1.10.1.** Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) shall be effective as of the date sent;

**1.10.2.** Communications sent via facsimile shall be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

**1.20.3.** Communications sent via email shall be considered effective as of the date recorded as sent on the email received by the Contracting Officer.

**1.11.** Technical questions concerning this acquisition shall be submitted in writing or by e- mailed to the contracting no later than January 21, 2011. Technical telephonic questions shall not be accepted. All answers shall be provided in an amendment to the solicitation. However, general questions regarding this Request for Quotation maybe submitted to the contracting officer via telephone. The point of contact for this requirement is Antonio M. Griego, Contracting Officer at 505-224-1492, email: antonio.griego@usdoj.gov.

## **2.0 ORDER ADMINISTRATION, INVOICING AND PAYMENT**

### **2.1 Contracting Officer –**

The Contracting Officer for this award is:

Antonio M. Griego  
U.S. Attorney's Office District of New Mexico  
P.O. Box 607, Albuquerque, NM 87103  
Email: antonio.griego@usdoj.gov  
Telephone: (505) 224-1492  
Fax: (505) 346-7278

The Contracting Officer listed above is the only person authorized to direct the Contractor and obligate the Government. The Contractor shall notify the Contracting Officer prior to providing any services that are outside of those required by the purchase order.

Any actions taken by the Contractor outside the terms and conditions of this purchase order shall be deemed to have been at the Contractors convenience and therefore shall not obligate the Government to pay the Contractor for those efforts.

### **2.2 Contracting Officer's Technical Representative (COTR) –**

The COTR for this award is:  
Antonio M. Griego  
U.S. Attorney's Office District of New Mexico – Albuquerque Office  
201 Third St. NW Suite 900  
Albuquerque, NM 87102  
Email: antonio.griego@usdoj.gov  
Telephone: (505) 224-1492  
Fax: (505) 346-7278

Upon award, the COTR shall coordinate the technical aspects of this purchase order and inspect items/services furnished hereunder; however, he/she shall not be authorized to

change any terms and conditions of the resultant order, including price, unless the COTR and the Contracting Officer are the same person.

The COTR is authorized to certify (but not to reject or deny) invoices for payment, unless, the COTR and Contracting Officer are the same individual. In this case, the Assistant COTR or designated official shall act as the certifying official. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

### **2.3 Invoice Instructions –**

#### **2.3.1 Invoices shall be submitted to:**

U.S. Attorney's Office  
District of New Mexico  
Attn: Contracting Officer  
P.O. Box 607  
Albuquerque, NM 87103

**2.3.2 Prompt Payment Act -** In accordance with the Federal Prompt Payment Act, the U.S. Attorney's Office is authorized 30 days from the date on which a complete, correct invoice is received to make payment.

#### **2.3.3 Invoices shall be submitted with the following information:**

- Tax Identification Number
- Contractor's Mailing Address
- Telephone Number
- Date of Invoice
- Invoice Number
- Purchase Order Number
- Total Invoice Amount

**2.3.4** Invoices that are not properly submitted, or that contain incorrect data, shall be returned for revision.

### **3.0 Evaluation Criteria**

The Government shall award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation shall be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:



The Government shall award a contract resulting from this Request for Quotation (RFQ) to the responsible offeror whose offer conforms to the RFQ and is the “Best Value” to the Government. The following factors in descending order of importance shall be used to evaluate offers:

1. Contractors ability to meet response times, service, parts and equipment requirements of this contract.
2. Price
3. Past Performance

#### **4.0 Commercial Agreement**

The Government does not intend to sign a commercial agreement. The purchase order, along with the applicable Federal Acquisition Regulation clauses, are binding and legally sufficient to protect both parties. Acceptance of any commercial agreement requires the Government’s legal review and negotiations and thus shall cause undue administrative delay.

#### **5.0 CLAUSES INCORPORATED BY REFERENCE**

- Attachment A – Request for Quotation
- Attachment B – Contractor Personnel Security Clearance Requirements
- Attachment E – All Open Market Purchase Orders
- Attachment G – Open Market Purchase Order Services

#### **6.0 Additional Attachments.**

- Section 508 Vendor Notification
- Section 508 Accessibility Standards

Attachment A- Request for Quotation

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) - This Request for Quotation incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses and submit this attachment with their quotation. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.
- FAR 52.204-3 Tax Identification Number (OCT 98) - If known, please indicate your Tax Identification Number (TIN).
- FAR 52.204-6 Data Universal Numbering System (DUNS) (APR 08) - If known, please indicate your Contractor Identification Number (DUNS #)
- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007) - When performance requires contractor personnel to have access to Department of Justice facilities or information systems.
- FAR 52.217-3 Evaluation Exclusive of Options (APR 84) - When the RFQ indicates option quantities will not be considered as part of the evaluation process.
- FAR 52-217-5 Evaluation of Options (JUL 90) - When the RFQ indicates option quantities will be considered as part of the evaluation process.
- FAR 52.219-1 Small Business Representation (MAY 04) - Complete if the estimated dollar value of the purchase exceeds the micro-purchase threshold and the contractor will perform the contract inside the United States or its outlying areas. Contracting Officer shall provide NAICS code and size standard below.

The North America Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ . The small business size standard is \_\_\_\_\_ .

The prospective contractor should provide the information below:

The offeror represents as part of its quotation that it is \_\_\_\_\_ or is not \_\_\_\_\_ a small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a small disadvantaged business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a woman-owned small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a veteran-owned small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a service-disabled, veteran-owned small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a HUBZone small business concern.

FAR 52.222-18

Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 01) - This certification must be completed if the contractor is informed that the product or service being offered is included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, as identified by their country of origin.

The following end product(s) being acquired under this Request for Quotation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin.

Listed End Product

Listed Countries of Origin

Certification.

The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- The offeror will not supply any end product listed above that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] The offeror may supply an end product listed above that was mined, produced, or manufactured in the corresponding country as listed for that product provided the offeror has certified that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

FAR 52.225-2

Buy American Act Certificate (Feb 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product". The terms "commercially available off-the-shelf (COTS) item",

"component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

Attachment B - Contractor Personnel Security Clearance Requirements

**NOTICE OF CONTRACTOR PERSONNEL SECURITY CLEARANCE  
REQUIREMENTS**

Where performance under this contract/task or delivery order/call requires contractor personnel to have access to Department of Justice (DOJ) information, systems or facilities, contractor personnel will be subject to the background clearance requirements of Homeland Security Presidential Directive (HSPD)-12, OMB Guidance Memorandum M-05-24, FIPS Publication 201 and DOJ policy implementing HSPD-12 requirements.

Background clearance requirements are determined by the risk level of each position, type of access and length of access required. Further information on background security clearance requirements applicable to contractor personnel proposed for performance on this contract/order/call may be obtained from the Contracting Officer.

All contractor personnel must meet the DOJ Residency Requirements. He/She must have lived in the United States three of the last five years immediately prior to start of performance on this contract/order/call, and/or worked for the United States overseas in a federal or military capacity, and/or be a dependent of a federal or military employee serving overseas. Specific limited waiver request requirements - contractor personnel performing duties for a cumulative total of 14 days or less where there is a critical need for their specialized and unique skills (as solely determined by the Government) may be proposed for a waiver of the Residency Requirement by the contractor. Contractor personnel who are non-US citizens proposed for such a waiver of the Residency Requirement must be from a country allied with the United States (Since the countries on the Allied Countries List are subject to change, the contractor may review the following website for current information:

<http://www.opm.gov/employ/html/Citizen.htm>

For contracts/orders/calls where access to DOJ information systems is involved, non-US citizens are not permitted to have access to or assist in the development, operation, management or maintenance of any DOJ IT system, unless a waiver is granted by the head of the Component, with concurrence of the Department Security Officer (DSO) and DOJ Chief Information Officer (CIO). Any such waiver must be in writing and be obtained prior to allowing any contractor employee who is the subject of the waiver request to begin work under this contract/order/call.

The above requirements apply to any and all contractor employees requiring access to DOJ information systems or facilities, including subcontractor personnel, if applicable.

Attachment E - All Open Market Purchase Orders

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) - This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.
- FAR 52.204-2 Security Requirements (AUG 96) - When the order requires access to classified documents.
- FAR 52.204-7 Central Contractor Registration (APR 08) - in all orders unless an exception applies as listed in FAR 4.1102(a).
- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (SEP 07) - When performance requires contractor personnel to have access to Department of Justice facilities or information systems.
- FAR 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development (SEP 00) - When the order specifies that liquidated damages will be charged for late delivery, liquidated damages of \$ \_\_\_\_\_ shall be charged per calendar day of delay.
- FAR 52.213-2 Invoices (APR 84) - Applies to orders that authorize advance payments for subscriptions or other charges for newspapers, magazines, periodicals, or other publications.
- FAR 52.213-3 Notice to Suppliers (APR 84) - Applies to unpriced (Not-To-Exceed (NTE)) purchase orders.
- FAR 52-213-4 Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (OCT 09) - Applies to simplified acquisitions that exceed the micro-purchase threshold that are for other than commercial items.
- FAR 52-217-6 Option for Increased Quantity (MAR 89) - Exercise of the option shall be provided within \_\_\_\_\_ days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).

- FAR 52.217-8 Option to Extend Services (NOV 99) - Exercise of the option shall be provided within \_\_\_\_\_ days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).
- FAR 52.217-9 Option to Extend the Term of the Contract (MAR 00) - Preliminary written notice of the Governments intention to exercise of the option shall be provided within \_\_\_\_\_ days of expiration of the current period. The Government shall exercise the option period in writing within \_\_\_\_\_ days of the expiration of the current period. (Unless a different number of days is specified above, the days shall be 60 and 30, respectively).
- FAR 52.222-19 Child Labor - Cooperation with Authorities and Remedies (AUG 09) - Include in all solicitations and contracts/orders for the acquisition of supplies that are expected to exceed the micro-purchase threshold.
- FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 99) - Required when the Equal Opportunity clause is required:
- TO BE COMPLETED BY VENDOR - Contractor has \_\_\_\_\_ has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; Contractor has \_\_\_\_\_ has not \_\_\_\_\_ filed all required compliance reports.
- FAR 52.223-6 Drug-Free Workplace (MAY 01) - Applies to all solicitations and contracts, including modifications to contracts issued under FAR 6.3, except - actions under the *simplified acquisition threshold* (unless awarded to an individual); for the acquisition of commercial items; when performed outside the United States and its outlying areas; if determined by a Law Enforcement Agency Head that application would be inappropriate in connection with the law enforcement agency's undercover operations.
- FAR 52.232-18 Availability of funds (APR 84) - Applies if order will be chargeable to funds of the new year and the contracting action is to be initiated before funds become available. A clear indication of the application of the Availability of Funds clause to the order should be clearly indicated on the front page of the order.
- FAR 52.232-23 Assignment of Claims (JAN 86) - Applies when the order is expected to exceed the micro-purchase threshold, unless the order specifically prohibits assignment of claims.

- FAR 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 99). (Applies to contracts/orders where the solicitation/contract requires EFT as the method of payment, but does not include the clause at 52.204-7, Central Contractor Registration).
- FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 04)
- FAR 52.242-15 Stop Work Order (AUG 89)
- FAR 52.246-1 Contractor Inspection (APR 84)
- FAR 52.247-29 F.o.b. Origin (FEB 06) - Applies when the delivery term is f.o.b. origin.
- FAR 52.247-34\* F.o.b. Destination (NOV 91) - Applies when the delivery term is f.o.b. destination.
- FAR 52.247-35 F.o.b. Destination within Consignee's Premises (APR 84) - Applies when the delivery term is f.o.b. destination within consignee's premises.
- FAR 52.249-1 Termination for the Convenience of the Government (Fixed-Price) (Short Form) (APR 84).

**\*NOTE - Unless otherwise specifically indicated in the RFQ or order, the F.o.b Destination clause (FAR 52.247-34) shall be deemed to be the applicable clause in this order.**



Attachment G - Open Market Purchase Orders for Services

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) - This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.
- FAR 52.222-41 Service Contract Act (NOV 07) - Applies to orders over \$2,500 to which the Service Contract Act applies.
- FAR 52.222-42 Statement of Equivalent Rates (MAY 89) - Applies if the order is expected to be over \$2,500 and the Service Contract Act is applicable.
- FAR 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 09) - Applies to orders containing the Service Contract Act and is a multiple year contract or is a contract with options to renew.
- FAR 52.222-48 Exemption from Application of Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification. (FEB 09) - Applies to any order calling for maintenance, calibration, and/or repair of information technology, scientific and medical and/or office and business equipment that is exempt from the Service Contract Act.
- FAR 52.222-50 Combating Trafficking in Persons (FEB 09) - applies to all acquisitions for services except those acquired under FAR Part 12 (Commercial Services).
- FAR 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 95) - Applies when the order includes maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant, such as air conditioners, including motor vehicles, refrigerators, chillers, or freezers.
- FAR 52.224-1 Privacy Act Notification (APR 84) - Required when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.
- FAR 52.224-2 Privacy Act (APR 84) - Required when FAR 52.224-1 is used.

- FAR 52.227-14 Rights in Data-General (DEC 07) - Applies to orders if it is contemplated that data will be produced, furnished, or acquired under the order.
- FAR 52.237-1 Site Visit (APR 84) - Applies when services are to be performed on Government installations, unless the Request for Quotations is for construction.
- FAR 52.237-2 Protection of Government Buildings (APR 84) - Applies when services are to be performed on Government installations, unless a construction contract is contemplated.
- FAR 52.239-1 Privacy or Security Safeguards (AUG 96) - Applies to orders for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.
- FAR 52.243-1 Changes-Fixed Price (AUG 87), Alternate I (AUG 87).

Attachment H

**SECTION 508 ACCESSIBILITY STANDARDS that apply to:**  
*[Contracting Officer to identify product or service and applicable standards]*

Canon IRC 5185 Color Copier

***[ X] 1194.21 Software Applications and Operating Systems***

Most of the specifications for software pertain to usability for people with vision impairments. For example, one provision requires alternative keyboard navigation, which is essential for people with vision impairments who cannot rely on pointing devices, such as a mouse. Other provisions address animated displays, color and contrast settings, flash rate, and electronic forms, among others.

***[X] 1194.22 Web-based Intranet and Internet Information and Applications***

The criteria for web-based technology and information are based on access guidelines developed by the Web Accessibility Initiative of the World Wide Web Consortium. Many of these provisions ensure access for people with vision impairments who rely on various assistive products to access computer-based information, such as screen readers, which translate what's on a computer screen into automated audible output, and refreshable Braille displays. Certain conventions, such as verbal tags or identification of graphics and format devices, like frames, are necessary so that these devices can "read" them for the user in a sensible way. The standards do not prohibit the use of web site graphics or animation. Instead, the standards aim to ensure that such information is also available in an accessible format. Generally, this means use of text labels or descriptors for graphics and certain format elements. (HTML code already provides an "Alt Text" tag for graphics which can serve as a verbal descriptor for graphics). This section also addresses the usability of multimedia presentations, image maps, style sheets, scripting languages, applets and plug-ins, and electronic forms.

The standards apply to Federal web sites but not to private sector web sites (unless a site is provided under contract to a Federal agency, in which case only that web site or portion covered by the contract would have to comply). Accessible sites offer significant advantages that go beyond access. For example, those with "text-only" options provide a faster downloading alternative and can facilitate transmission of web-based data to cell phones and personal digital assistants.

[ ] 1194.23 *Telecommunications Products*

The criteria of this section are designed primarily to ensure access to people who are deaf or hard of hearing. This includes compatibility with hearing aids, cochlear implants, assistive listening devices, and TTYs. TTYs are devices that enable people with hearing or speech impairments to communicate over the telephone; they typically include an acoustic coupler for the telephone handset, a simplified keyboard, and a visible message display. One requirement calls for a standard non-acoustic TTY connection point for telecommunication products that allow voice communication but that do provide TTY functionality. Other specifications address adjustable volume controls for output, product interface with hearing technologies, and the usability of keys and controls by people who may have impaired vision or limited dexterity or motor control.

[ ] 1194.24 *Video or Multimedia Products*

Multimedia products involve more than one media and include, but are not limited to, video programs, narrated slide production, and computer generated presentations. Provisions address caption decoder circuitry (for any system with a screen larger than 13 inches) and secondary audio channels for television tuners, including tuner cards for use in computers. The standards also require captioning and audio description for certain training and informational multimedia productions developed or procured by Federal agencies. The standards also provide that viewers be able to turn captioning or video description features on or off.

[ X ] 1194.25 *Self Contained, Closed Products*

This section covers products that generally have imbedded software but are often designed in such a way that a user cannot easily attach or install assistive technology. Examples include information kiosks, information transaction machines, copiers, printers, calculators, fax machines, and similar types of products. The standards require that access features be built into the system so users do not have to attach an assistive device to it. Other specifications address mechanisms for private listening (handset or a standard headphone jack), touch screens, auditory output and adjustable volume controls, and location of controls in accessible reach ranges.

[ ] 1194.26 *Desktop and Portable Computers*

This section focuses on keyboards and other mechanically operated controls, touch screens, use of biometric form of identification, and ports and connectors.

[ x ] 1194.31 *Functional performance criteria*

The performance requirements of this section are intended for overall product evaluation and for technologies or components for which there is no specific requirement under the technical standards in Subpart B. These criteria are designed to ensure that the individual accessible components work together to create an accessible product. They cover operation, including input

and control functions, operation of mechanical mechanisms, and access to visual and audible information. These provisions are structured to allow people with sensory or physical disabilities to locate, identify, and operate input, control and mechanical functions and to access the information provided, including text, static or dynamic images, icons, labels, sounds or incidental operating cues. For example, one provision requires that at least one mode allow operation by people with low vision (visual acuity between 20/70 and 20/200) without relying on audio input since many people with low vision may also have a hearing loss.

*[x ] 1194.41 Information, documentation, and support*

The standards also address access to all information, documentation, and support provided to end users (e.g., Federal employees) of covered technologies. This includes user guides, installation guides for end-user installable devices, and customer support and technical support communications. Such information must be available in alternate formats upon request at no additional charge. Alternate formats or methods of communication, can include Braille, cassette recordings, large print, electronic text, Internet postings, TTY access, and captioning and audio description for video materials.

*Section 508 Vendor Notification*

The products or services to be acquired in response to this Request for Quotation or an oral request for pricing are deemed electronic and information technology (E&IT) as defined by Section 508 of the Rehabilitation Act of 1973, 1998 Amendments. For products and services which are E&IT, vendors must specify how each product or service complies with the Section 508 standards applicable by completing the Voluntary Product Accessibility Template (VPAT) found at [www.section508.gov](http://www.section508.gov) or providing written documentation as to compliance with each Accessibility Standard as identified below.

Section 508 compliance is also applicable to E&IT maintenance, repair, and/or upgrades to equipment or software where service may affect/change the machine design or its operator interface. The Section 508 standards identified below is deemed applicable and must be addressed. A VPAT may be completed on-line at [www.section508.gov](http://www.section508.gov). Go to Register For Buy Accessible: - Product Vendors.

By signing, offeror acknowledges receipt of the Section 508 standards that apply to the products/services to be provided and will provide compliance information accordingly for those products/services identified.

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Offeror's Signature

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Date