U.S. Embassy ***Paris***
Date: July 2***, 2026***

Dear Prospective Quoter:

Subject: Request for Quotations number ***19FR6326Q0066***

Enclosed is a Request for Quotations (RFQ) for ***the lease and maintenance of a digital production copier for the Printshop section***. If you would like to submit quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract/purchase order 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 Embassy intends to conduct a pre-quotation conference at the site, The pre-proposal conference will be held on ***Thursday, July 9, 2026 at 10:00*** (France local time) at the **US *Embassy in Paris***. Prospective offerors/quoters should contact ***Tunde Sagbo,*** ParisContracting@state.gov by ***Wednesday, July 8, 2026 at 16:00*** for additional information or to arrange entry to the building.

Quotations are due by ***Friday July 24, 2026 at 16:00 (local France time).*** No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your quotation must be submitted electronically to ParisContracting@state.gov . 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 I, Pricing
3. Section 5 Representations and Certifications
4. Additional information as required in Section 3
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,
Craig N. Deatrick
Contracting Officer

TABLE OF CONTENTS

SECTION 1 - THE SCHEDULE

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number ***19FR6326Q0066,*** Prices, Block 23
- Continuation To SF-1449, RFQ Number ***19FR6326Q0066***, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
-

SECTION 2 - CONTRACT CLAUSES

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

SECTION 3 - SOLICITATION PROVISIONS

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 4 - EVALUATION FACTORS

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER - **19FR6326Q0066**
PRICES, BLOCK 23

I. SCOPE OF SERVICES

A. The Contractor shall provide **the lease and maintenance of a digital production printer for the printshop section** to the U.S. Embassy in Paris in accordance with the specifications and terms and conditions set forth herein.

B. The contract type will be a firm fixed price type of purchase order/contract.

C. The prices listed below shall include all labor, materials, overhead, profit, equipment, and transportation necessary to deliver the required items to the US Embassy in Paris, France.

D. All prices are in ***Euros.***

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory 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 U.S Government (herein after referred to as the Government), is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	**Scope of Work Paragraphs**	**Performance Threshold**
Services. Performs the **Lease and maintenance of production copier** set forth in the scope of work.	See Block 20	All required services are performed and no more than one (1) customer complaint is received per month.

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.

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 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

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.

II. PRICING

A- BASE YEAR

CLIN	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE IN EUROS WITHOUT VAT	VAT (20%)	TOTAL PRICE IN EUROS WITH VAT
0001	Lease of a production digital printer	Month	12				
0002	Maintenance services based on Black & white copies – all formats	Copies	400,000				
0003	Maintenance services based on Color copies – all formats	Copies	400,000				
TOTAL PRICE IN EUROS							

B- **FIRST OPTION-YEAR PRICES**

CLIN	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE IN EUROS WITHOUT VAT	VAT (20%)	TOTAL PRICE IN EUROS WITH VAT
0001	Lease of a production digital printer	Month	12				
0002	Maintenance services based on Black & white copies – all formats	Copies	400,000				
0003	Maintenance services based on Color copies – all formats	Copies	400,000				
TOTAL PRICE IN EUROS							

C- **SECOND OPTION-YEAR PRICES**

CLIN	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE IN EUROS WITHOUT VAT	VAT (20%)	TOTAL PRICE IN EUROS WITH VAT
0001	Lease of a production digital printer	Month	12				
0002	Maintenance services based on Black & white copies – all formats	Copies	400,000				
0003	Maintenance services based on Color copies – all formats	Copies	400,000				
TOTAL PRICE IN EUROS							

D- **THIRD OPTION-YEAR PRICES**

CLIN	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE IN EUROS WITHOUT VAT	VAT (20%)	TOTAL PRICE IN EUROS WITH VAT
0001	Lease of a production digital printer	Month	12				
0002	Maintenance services based on Black & white copies – all formats	Copies	400,000				
0003	Maintenance services based on Color copies – all formats	Copies	400,000				
TOTAL PRICE IN EUROS							

E- **FOURTH OPTION-YEAR PRICES**

CLIN	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE IN EUROS WITHOUT VAT	VAT (20%)	TOTAL PRICE IN EUROS WITH VAT
0001	Lease of a production digital printer	Month	12				
0002	Maintenance services based on Black & white copies – all formats	Copies	400,000				
0003	Maintenance services based on Color copies – all formats	Copies	360,000				
0004	***Option*** to purchase the production digital copier	Each	1				
TOTAL PRICE IN EUROS							

F- TOTAL ESTIMATED PRICE IN EUROS (VAT INCLUDED)

Base Year - Total price in EUR, VAT included	**EUR**
Option Year One - Total price in EUR, VAT included	**EUR**
Option Year Two - Total price in EUR, VAT included	**EUR**
Option Year Three - Total price in EUR, VAT included	**EUR**
Option Year Four - Total price in EUR, VAT included	**EUR**
GRAND TOTAL OF BASE YEAR PLUS FOUR OPTION YEARS, VAT included	**EUR**

G- VALUE ADDED TAX

Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The VAT applicable to this contract is 20%.

CONTINUATION TO SF-1449, RFQ NUMBER ***19FR6326Q0066***
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. Overview

The US Embassy Paris is looking for a Contractor capable of providing, for lease a multifunction production digital copier for the Print Shop section. The lease shall be for one (1) base year and four (4) option years. Maintenance shall be included in this contract.
The Contractor shall provide a brand-new multifunction digital production copier in replacement of the current copier C7200S from RICOH.
The new unit shall serve as a stand-alone publishing system and features that virtually eliminate pre-press operations, meet high-volume reproduction and fast turnaround requirements with scanning and offline thermal binding capabilities. The new copier shall be able to print on more media, including traditional paper products, synthetics, envelopes, textures, etc.

II. Copier Characteristics

The Contractor shall provide a multifunction copying/printing/scanning system with the following minimum specifications:

2.1. Paper size:

The copier shall work at a minimum with the copying formats from A6 to SRA3, (minimum 98 x 146mm; maximum 330 x 488mm) in simplex and duplex scanning at both digitization and printing. These formats shall be accepted in the paper trays and finishers.
The copier shall work with a variety of paper thickness from 52g/m2 to 400g/m2, (to 350 g/m2 for front and back printing).

2.2. Minimum copier configuration

The copier shall have the following minimum configuration:

- Color and black and white production copier of 80 ppm.
- Minimum paper capacity of 6,000 sheets.
- Minimum print/copy resolution of 2400 x 4800 dpi.
- A total of 5 modular trays:
  - 3 large capacity trays accepting the formats US letter/ Legal/ A6 to SRA3, 330 x 488mm, and 4,000 sheets 80g/m2 at a minimum
  - 2 large capacity trays accepting the formats US letter/ legal/A4 /A3 and 2,000 sheets 80g/m2 at a minimum

- Paper thickness accepted from 52 g/m2 to 400 g/m2.

Note: The copier shall be able to print well on envelopes and cardstock invitations that vary in sizes and thickness (e.g. 16x12cms; 13x20cms)

- Decurl Unit
- Scanner loader of 250 sheets 80 g/m2
- Optimization of the double-side fixing process in less than 1mm
- 2 compartments of cover inserter/interposer without heating mechanism
- Finisher with sorter/stapler of 100-sheets/booklet maker of a minimum 20-sheets
- External controller (Fiery or equal)
- Layout software
- Spectrophotometer
- Booklet Finishing capacity – full bleed brochure including folding, saddle-stitching, face and head/foot trimming

The copier shall have the following minimum characteristics in the receiving copies:

- Minimum capacity of 2,000 sheets
- Recto/verso (front and back), capacity to print up to 350g front and back
- Capable of printing on all type of cardstock for invitations up to 350g/m2 in formats such as US Letter, Legal, and from A6 to SRA3.
- Reception module with a flat stapling 100 sheets 1 and 2 points. Stapling automatically proportional to the thickness of the document.
- Assembled sheets. Staggered paper series. Straight sheets piles
- Booklet Finishing capacity – full bleed brochure including folding, saddle-stitching, face and head/foot trimming (minimum 20 sheets) A5/A4/US Letter finished size).
- Automatic switching of the trays during production
- Automatic loading of the trays during production
- Toner replenishment possibility without stopping the machine
- Light signals to visually indicate the machine functioning status
- Samplings
- Task prioritization possibility
- Managing queues
- Copies counting report with a separate management for color and black and white documents
- Automatic detection of colored page
- Automatic colors Calibration
- Folding module
- Option for 5th color (gold and silver and varnish coating)
- Copier size (length) maximum 480cm wide (to fit in Print Shop)

3. *Scanning function*

The equipment shall accept all formats going from A5 to A3 including US formats (letter, legal) both in the paper trays (capacity of 200 sheets in 80g/m2) and on the exposure glass. The scanner shall have a high resolution from 100 to a minimum of 1200dpi.
The scan formats shall be fully compatible with market standards (pdf, jpeg, tif etc.) in color, grey, black and white.

III. Maintenance services

The Contractor shall ensure the maintenance of the machine rented by the US Embassy Paris during the period of the Contract for one base year and four one-year options. The Contractor shall also be responsible of updating the dedicated copier software.

3.1. Support

The Contractor shall provide a telephone support 5 days a week, from Monday to Friday, and from 9am to 5pm. The Contractor shall provide a unique phone number, email and dedicated technician for the US Embassy in Paris.
This support shall be reached out to for any incident problems (abnormalities, failures, etc), for advice or for configurations needs related to the machine hardware.
A system recording incidents with time stamps allowing incidents traceability shall be put in place, as well as a logging device of incidents' tickets opened and closed. The U.S Embassy shall request the reopening of a closed incident in case the corrected abnormality reappears.

3.2. Preventive maintenance

The Contractor shall provide preventive maintenance twice a year including all procedures of verifications, control, testing, adjustments, servicing and replacement of usual wear parts.
Preventive maintenance shall be performed at the U.S. Embassy premises. The Contractor shall contact the Print Shop to set an appointment. The Contractor shall not be able to perform the maintenance without a validated appointment.
Contractor shall **fix dates for preventive maintenance twice a year**.

3.3. Corrective maintenance

The contractor shall also provide corrective maintenance. Corrective maintenance shall cover any interventions to bring the equipment to working conditions.
The Contractor shall provide two types of corrective maintenance services:

a. The remote maintenance and repair services shall be provided whenever a service call is placed by the U.S. Embassy operators during working hours, from 9am to

5pm. In case of unavailability of a qualified technician, the Contractor's technician shall call back within a maximum of two (2) hours. Time stamp or e-mail confirmation shall be maintained to keep a log of service calls. Since the printer will not be connected, the remote maintenance service will aim to provide guidance to the US Embassy operators in case they can solve the problem by themselves.

b. On-call maintenance or repair services at the U.S. Embassy premises shall be provided by a qualified technician within a maximum of four (4) business hours after the reception of calls from the U.S. Embassy operators. The reactivation of the machine shall be done within a maximum of 2 working hours. The technician shall make necessary repairs and changes of all worn or defective parts without any additional cost. The machine shall be back running before the technician leaves the premise.

In case of a major failure, the Contractor shall schedule as many interventions as necessary until the equipment is back in working conditions. In such cases, the copier shall not stay immobilized for more than 3 working days.
Each maintenance work (preventive and corrective) shall result in the issuance of a recording document from the Contractor to be signed by both parties and certifying the service provided for the maintenance book.

3.4. Replacement of the copying system

In the event of copying system breakdowns that seriously impact the copying operation and the Contractor could not fix it within 3 days, a replacement copier-printer shall be provided as necessary to maintain the normal requirements/ operations.

3.5. Exclusions in the maintenance services

Defective parts due to negligence (breakage, vandalism, etc) shall be the responsibility of the U.S. Embassy. This defective aspect shall be determined by mutual agreement between the Contractor and the U.S. Embassy. However, it shall be the role of the Contractor to prove negligence from the U.S. Embassy in case of a dispute.
In such cases, the Contractor shall send a quote for repairs and changes of parts within 24 business hours. If accepted, the U.S. Embassy shall order these services with the issuance of a purchase order.

3.6. Consumable supplies

The Contractor shall furnish all consumable supplies required for copying operations under this contract. The Government shall provide copying paper. In order to ensure that consumables are available at all times, the Contractor shall 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 is available and placed in the location designated by the COR at all times.

3.7. Copies counter reports

Automatic electronic counter reports shall not be permitted by the U.S. Embassy. The Print Shop shall send to the Contractor every three (3) months the machine counter reports for invoicing by email only.

3.8. Recycling of used consumables

The contractor shall provide the Print shop with no extra cost, a solution to ensure the recycling of used consumables (toner cartridges, fuser oil, etc.,) including:

- the possibility to return for free the used supplies for treatment and recovery,
- a consumables collection system used by the contractor periodically,
- any other means enabling recycling of used consumables without additional cost to the U.S. Embassy

3.9. Warranty

The multifunction copier shall have a minimum of one (1) year warranty on spare parts and labor.

3.10. Insurance

The Contractor shall include in his offer any necessary insurance applicable to the lease of the multifunction copier during the entire period of the contract.

3.11. Personal injury, Property loss or damages (Liability)

The Contractor shall assume absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract.

IV. Training

The Contractor shall provide training for three (3) Reproduction Unit employees as recommended by the standard commercial practices applicable to equipment provided under this contract. This training shall be conducted in the Contractor's Training Center and shall be completed before the installation of the machine.

V. Delivery and installation

The multifunction production copier provided under this contract shall be delivered no later than the first (1rst) week of September 2026 and upon confirmation with the Print shop. Delivery shall be made at the U.S. Embassy Pars, 2 Avenue Gabriel, 75008 Paris. It shall be coordinated with Judith Loda, Reproduction Unit Supervisor.
Installation of the copier shall be completed on the day of the delivery.
As such, the Contractor shall anticipate the need of any equipment or parts necessary for the installation and have everything delivered or in hands to install the copier correctly.
Installation shall be coordinated in such a way that there is no breakdown in copying operations. Any delays shall be subject to liquidated damages under FAR clause 52.211-11.

VI. Option to purchase

At the end of the fourth option year lease period, the U.S. Embassy shall have the opportunity to purchase the multifunction copier if requested. The Contractor shall quote this purchase in the fourth-year pricing table in page 8 of this RFQ.

In case the U.S. Embassy does not wish to purchase the copier at the end of the lease period, the Contractor shall organize the pickup of the copier in coordination with the Print shop at no cost.

SECTION 2 - CONTRACT CLAUSES

52.212-4 TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL ITEMS (DEVIATION JAN 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—
(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice*. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the

address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—
(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable;
(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(5) *Interest*.
(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:
(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that

the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services;
(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Other contract clauses incorporated in the solicitation or contract;
(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.

(s) *Unauthorized obligations*.
(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(i) Any such clause is unenforceable against the Government.
(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

FAR 52.212-5 (RESERVED)

ADD THE FOLLOWING CLAUSE IN FULL TEXT:

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov 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 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 REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEVIATION JAN 2026)
52.204-18	[RESERVED]
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION FEB 2026)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION

(JAN 1997)

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

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION JAN 2026)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION JAN 2026)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.211-11 LIQUIDATED DAMAGES- SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT. 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $*200* per calendar day of delay

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

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.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

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

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

(End of clause)

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

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

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.204-70- DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of 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 Policy and Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

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

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

(b) Invoice Submission. The invoice(s) shall be addressed to:

AMERICAN EMBASSY PARIS
A l'attention de : FMC VOUCHER / DBO
2, avenue Gabriel
75382 PARIS Cedex 08
Tél.: 01.43.12.22.22

And be submitted by email to **ParisFMCDBO1@state.gov**

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e). The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

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

_____

_____

_____

(End of clause)

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
Martin Luther King's Birthday
Washington's Birthday
Easter Monday
Labor Day
Veterans' Day WWII
Memorial Day
Ascension Day
Whit Monday
Juneteenth
Independence Day
French National Day
Assumption Day
Labor Day
Columbus Day
All Saints' Day
Veterans Day WWI
Thanksgiving Day
Christmas Day

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*)

652.239-801 DISCLOSURE OF AI USE CLAUSE (DEVIATION) (SEP 2025)

(a) *Definitions*. As used in this clause-
Artificial Intelligence (AI): The term "artificial intelligence" has the meaning provided in Section 238(g) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

i. This definition of AI encompasses, but is not limited to, the AI technical subfields of machine learning (including deep learning as well as supervised, unsupervised, and semi-supervised approaches), reinforcement learning, transfer learning, and generative AI.

ii. This definition of AI does not include robotic process automation or other systems whose behavior is defined only by human-defined rules or that learn solely by repeating an observed practice exactly as it was conducted.

iii. For this definition, no system should be considered too simple to qualify as covered AI due to a lack of technical complexity (e.g., the smaller number of parameters in a model, the type of model, or the amount of data used for training purposes).

iv. This definition includes systems that are fully autonomous, partially autonomous, and not autonomous, and it includes systems that operate both with and without human oversight.

(b) **Disclosure of AI Use in Contract Performance.** When the Contractor or any of its subcontractors, vendors, or agents intends to incorporate AI into the performance of the contract, the Contractor shall provide the following disclosures in its offer:
Disclose the intended use of AI and provide a description of the AI system or capability and its purpose within the contract scope; specify whether the system was developed internally, acquired from a third party, or is publicly/commercially available; indicate if the AI system will process PII or be used in ways that may affect privacy, civil rights, safety, or public interaction; detail the governance, oversight, and human-in-the-loop mechanisms to be applied; and describe any applicable testing, evaluation, risk management, or bias mitigation measures that have been or will be implemented.
These disclosures must be updated promptly to the Contracting Officer during the period of performance upon any new use of AI or significant material change to the existing AI capability, its functionality, its use case, or its data inputs/outputs during the life of the contract.
The Government reserves the right to review the proposed AI use, request additional safeguards or controls, and/or disallow its use if it is deemed inconsistent with agency policy, legal requirements, or federal AI governance standards.

(End of Clause)

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 ***Head of Design & Print Center***.

(End of clause)

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.

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.

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A) (deviation January 2026)

ADDENDUM TO 52.212-1

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

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

2. Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English and French; and who would have direct responsibility for this contract.

3. List of clients over the past three (***3)*** 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 France, 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.

4. Evidence that the offeror/quoter operates an established business with a physical permanent address and telephone listing in ***France***. This shall be a Kbis or equivalent document.

5. The offeror shall provide proof of SAM registration to include the SAM UEI number;

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

7. The offeror shall provide or address all licenses and permits required by France local law (see DOSAR 652.242-73 in Section 2). This includes copies of any relevant certificates of insurance(s).

8. The offeror's strategic plan for the delivery of a production copier and 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.

9. A visit at the Offeror's showroom may be required to test the proposed machine and verify its compatibility with the solicitation's specifications.

10. Subcontracting plan- If a subcontractor(s) is to be used, the Contractor shall provide a complete sub-contracting plan including, but not limited to:

(a) Qualification of the subcontractor as required in Section 3 (2.a, 2.b, 4, 5 and 8) including:
- Past performance of the subcontractor in providing digital copier lease and maintenance services similar to this contract for a minimum of three (3) years as required in Section 3 (3)

(b) Written and signed evidence of a partnership with the sub-contractor(s) for a minimum of 5 coming years.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov 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 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 FAR SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (DEVIATIONJANUARY 2026)
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATIONJanuary 2026)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (OCT 20255)

THE FOLLOWING DOSAR PROVISIONS ARE PROVIDED IN FULL TEXT:

652.206-70 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.

(2) For all others, the Department of State Advocate for Competition at 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 **Mikael McCowan**, at **01.43.12.20.09**. 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)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.

- The Government reserves the right to reject proposals that are unreasonably low or high in price.

- The lowest price will be determined by multiplying the offered prices times the quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

- Evaluation factors will include the copier's price, installation costs, maintenance costs, and labor to determine the best option to benefit the Government.

- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.

- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

    - adequate financial resources or the ability to obtain them;
    - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
    - satisfactory record of integrity and business ethics;
    - necessary organization, experience, and skills or the ability to obtain them;
    - necessary equipment and facilities or the ability to obtain them; and
    - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (DEVIATION JANV 2026)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, 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).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
(2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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

THE FOLLOWING DOSAR PROVISION IN FULL TEXT:

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

(a) Definitions. As used in this provision:

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

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

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.