



U.S. Department of Justice

*United States Attorney
District of New Mexico*

*P.O. Box 607
Albuquerque, NM 87103*

*Phone: (505) 346-7274
Fax: (505) 346-7296*

July 29, 2013

To: Prospective Contractor(s)

Ref: DJJ-13-R-USA51-0003 – Mail Courier Services – Las Cruces, NM Office

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, DUNS number, Small Business Representation, etc.)

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, emailed or faxed. Please see solicitation for additional information.

Your interest in doing business with the United States Attorney's Office is 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

United States Department of Justice



United States Attorney's Office for the District of New Mexico

Request for Quotation No. DJJ-13-R-USA51-0003

Mail Courier Service – Las Cruces, NM Office

July 29, 2013

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1	OF 18	PAGES
1. REQUEST NO. DJJ-13-R-USA51-0003	2. DATE ISSUED 7/29/2013	3. REQUISITION/PURCHASE REQUEST NO. NA	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY Department of Justice, United States Attorney's Office, District of New Mexico P.O. Box 607, Albuquerque, NM 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 a. NAME OF CONSIGNEE United States Attorney's Office Dist. Of New Mexico
8. TO:			b. STREET ADDRESS 555 South Telshor, Suite 300			
a. NAME Prospective Contractors		b. COMPANY		c. CITY Las Cruces		
c. STREET ADDRESS			d. STATE NM		e. ZIP CODE 88011	
d. City		e. STATE		f. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) August 9, 2013, 5:00 PM MDT			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Prospective Offerors shall provide a price quote for mail courier pick-up and delivery services for the United States Attorney's Office (Las Cruces Office) for the District of New Mexico, USA in accordance with the attached statement of work.				

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 are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER					
STREET ADDRESS					
c. COUNTY			16. SIGNER		b. TELEPHONE
d. CITY			a. NAME (Type or print)		AREA CODE
e. STATE		f. ZIP CODE	c. TITLE (Type or print)		NUMBER

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Previous edition not usable

STANDARD FORM 18 (Rev. 6-95)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

Continuation of SF 18, Block 11

1.0 Schedule

2.0. Introduction and Scope

The Department of Justice, U.S. Attorney's Office, District of New Mexico, is seeking firms in the Las Cruces, New Mexico metropolitan area that provide dependable mail courier service under a base year, with one year option contract.

3.0 Statement of Work.

The following services shall be required under this contract:

3.1.1 Afternoon Mail. Contractor shall pickup all outgoing mail from the U.S. Attorney's Office District of New Mexico, 555 South Telshor Suite 300, Las Cruces, New Mexico 88011. All outgoing mail shall be picked up Monday through Friday (Excluding federal holidays or as ordered by the contracting officer or Las Cruces Office Manager) between the hours of 4:15 P.M. and 5:00 P.M.. All mail must be delivered to the Main Post Office address listed below, by not later than 06:30 P.M. of the same date.

Afternoon Mail Delivery Address:

United States Post Office (Main)
201 E. Las Cruces Ave.
Las Cruces, New Mexico 88011

The U.S. Attorney's Office shall stamp, bundle and place all outgoing mail and have it ready for pickup by NLT 04:15 P.M. Monday through Friday (Excluding federal holidays or as ordered by the Contracting Officer or Las Cruces Office Manager).

3.1.2 Contractor shall secure all mail under his/her possession at all times.

3.1.3 Only contract employees or those employees designated by the contractor to work under this contract shall be authorized to pickup or deliver mail for the U.S. Attorney's Office.

3.1.4 All offers should reflect multi-year pricing for the following years:

- FY 2011 - 10/1/2013 to 9/30/2014
- FY 2012 - 10/1/2014 to 9/30/2015

3.1.5 Initial Period of Performance. Base Year: October 1, 2013 to September 30, 2014.

3.1.6 Billing. Billing shall be monthly in arrears.

3.1.7 Federal Tax Identification & System for Award Management (SAM). Contractor shall have a current federal tax identification number and a current Dunn's and Bradstreet Number registered in the Government's System for Award Management data base. All System for Award Management data must be current.

3.1.8 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.

3.1.9 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 of official to who payment is sent.

3.1.10 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 the contract.

3.1.11 Interest on Overdue Payments. 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.

3.1.12 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) 346-7274.

3.1.13 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.

3.1.14 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. NMGRT shall be paid and adjusted in accordance with the tax rates established by the State of New Mexico.

3.1.15 System for Award Management (SAM). Contractor shall be required to obtain a Data Universal Number System (DUNS) number assigned by Dun and Bradstreet and then complete the U.S. Government's registration in the SAM data base. Contractors registered in SAM must have a valid and current registration on file before this contract can be awarded. Failure to obtain a current registration in SAM could disqualify the Contractor from consideration of this award. Additional information shall be provided by the Contracting Officer.

3.1.16 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 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:

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

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

3.1.16.3. Communications sent via e-mail shall be considered effective as of the date sent.

3.1.17 Technical questions concerning this acquisition shall be submitted in writing by emailing them to the contracting officer's address by not later than August 9, 2013. 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

3.1.18 Upon notification of award, contractor shall have five (5) days to provide the names of those individuals who shall be authorized to pickup or deliver mail for the U.S. Attorney's Office. The names of those individuals can be mailed to the United States Attorney's Office District of New Mexico, Attn: Contracting Officer, P.O. Box 607, Albuquerque, NM 87013 or faxed to (505) 346-7278. Any updates to the list of individuals picking up or delivering mail for the U.S. Attorney's, must be provided to the Contracting Officer, before he/she can perform any pickup or delivery services under this contract.

3.1.19 This request for quotations does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies for the preparation thereof. Nor does it commit the Government to procure or contract for said equipment or services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this proposed procurement.

4.0 Proposal Instructions

4.1 General

(a) Proposals submitted in response to this RFQ shall be formatted in accordance with the instructions provided in this section. Vendors shall furnish proposals in electronic and/or paper versions. Paper proposals shall be separately bound volumes in the quantities specified below.

Proposal (Original)

(b) Electronic proposals may be submitted to antonio.griego@usdoj.gov. Only electronic versions in a PDF format shall be accepted. Electronic quotes must be received by not later than 5 p.m. MDT, August 9, 2013.

(c) Paper proposals must be mailed or hand delivered to the following location by not later than 5 p.m. MDT, August 9, 2013 at:

United States Attorney's Office District of New Mexico
Attn: Antonio M. Griego
201 Third St. NW Suite 900
Albuquerque, NM 87102

(d) Faxed proposals must be received at the following fax number by not later than 5 p.m. MDT, August 9, 2013.

United States Attorney's Office District of New Mexico
Attn: Antonio M. Griego
Fax No. (505) 346-7278

4.2 Proposal Content

At a minimum, the proposal shall include the following information:

1. **Authorized Individuals.** Provide the name, title, telephone number, fax number, and e-mail address for the individual designated as the central point of contact for this proposal.
2. **Proposed Price.** Contractor must provide the Government with a quote for the services described in Section 3.0, Statement of Work, for the Base Year, Option Year 1, Option Year 2 and Option Year 3. At a minimum, proposal shall address the following costs:
 - (a) Afternoon pickup/delivery chargers (Section 3.1.1).
 - (b) Fuel charges (if applicable)
 - (c) New Mexico Gross Receipts Tax (Para. 3.1.14.)

- (d) Net Daily/Monthly Charge
- (e) Net Annual Charge (based on 22 business days in a month)

3. **Business References.** Provide business name, point of contact, address and phone number. References shall be used to evaluate Contractor's past performance.

5.0 Evaluation and Selection Factors

5.1. The Government shall award a Purchase Order to the Contractor whose quote represents the best overall value to the Government. The Government shall consider four (4) factors:

- (1) Contractor's ability to meet and /or exceed the specifications in the Statement of Work;
- (2) The contractor provides the Government with the most favorable service quality guarantee;
- (3) Past performance;
- (4) Price.

5.2. The best value selection decision shall be made as follows:

- (1) The total evaluated price shall be the determining factor for both awards where proposals are considered substantially equal from a Technical Merit standpoint. That is, where the Department determines that Technical Merit is not significantly different among competing proposals, the proposals with the lowest total evaluated price shall be selected for awards.
- (2) If the Government determines that there are significant differences between the Technical Merit of two or more proposals, then a more expensive quotation may be selected for award where the Department determines that the value of the selected quotation is worth the price (total evaluated price) differential.

6.0 Terms & Conditions.

This contract shall be subject to the following terms and conditions:

- (1) Attachment A – Request for Quotation
- (2) Attachment E – All Open Market Purchase Orders
- (3) Attachment G – Open Market Purchase Order Services

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 (Jan 2011) - 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 (Apr 2012) - 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.
- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is 49211 (Couriers & Express Delivery Services) *[insert NAICS code]*.
- (2) The small business size standard is 1,500 Employees *[insert size standard]*.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The offeror represents as part of its offer that it is, is not a small business concern.
- (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for

general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:*

_____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that--

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:*

_____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror

represents as part of its offer that is is, is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program. “Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern

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(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

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 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 (Feb 2012) - in all orders unless an exception applies as listed in FAR 4.1102(a).
- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) - 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) (Mar 2012) - 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 (insert) 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 60 days of expiration of the current period. The Government shall exercise the option period in writing within 30 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 (Mar 2012) - 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 52.232-36* Payment by Third Party (FEB 2010) - Payment by Governmentwide Commercial Purchase Card.
- 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 - FAR 52.232-36 Payment by Third Party clause to be included when the Government Purchase Card is used as a vehicle of payment in the order.**

***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 52.232-36* Payment by Third Party (FEB 2010) - Payment by Governmentwide Commercial Purchase Card.
- 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 (APR 84).

***NOTE - FAR 52.232-36 Payment by Third Party clause to be included when the Government Purchase Card is used as a vehicle of payment in the order.**