

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [] IS [x] IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 28
1. REQUEST NO. PR3138168		2. DATE ISSUED 03/11/14		3. REQUISITION/PURCHASE REQUEST NO. PR3138168		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5A. ISSUED BY General Services Office, American Embassy, #16 Koziak Street, Sofia 1408, Bulgaria		6. DELIVER BY (Date) September 30, 2014					
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)							
NAME Mimi Mihova Roumen Pavlov				TELEPHONE NUMBER			
				AREA CODE 359 2		NUMBER 939 5663	
7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule)							
8. TO:							
a. NAME				b. COMPANY			
c. STREET ADDRESS				a. NAME OF CONSIGNEE Embassy of USA			
d. CITY				e. STATE		f. ZIP CODE	
				c. CITY Sofia, Bulgaria			
				d. STATE		e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) March 25, 2014				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)
1	Preventive maintenance for the SIEMENS Apogee systems-based building automation systems (BAS) at US Embassy Sofia, Bulgaria.				

12 DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS	
				NUMBER	%

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 08/14/2012	
a. NAME OF QUOTER			16. SIGNER			
b. STREET ADDRESS						
c. COUNTY			a. NAME (Type or print) Glenn Tosten		b. TELEPHONE	
d. CITY			e. STATE		f. ZIP CODE	
			c. TITLE (Type or print) Contracting Officer		AREA CODE 359 2	
					NUMBER 939 5639	

A. Prices

CONTRACT TYPE

The Contractor shall perform all work required in Section B. This is a firm fixed price purchase order. The total price stated in this purchase order shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

Total Firm Fixed Price: USD _____

B. Statement of Work - Building Automation System (BAS) Preventive Maintenance

I. INTRODUCTION: The U.S. Department of State requires a site visit by a qualified specialist technician to our U.S. Embassy to perform preventive maintenance for the Siemens “Apogee®” based building automation systems (BAS) system and software suite. Siemens Insight® Revision 3.12, DataMate Base 3.1, Build 017. Siemens Apogee® Field Panel Firmware Rev. 2.X. The main BAS controls the operations of the heating, ventilation and air conditioning (HVAC) system throughout the embassy. It senses airflows and temperatures and controls the operations of the chillers, fans, pumps, louvers and other HVAC components in response to preset instructions and parameters. It also monitors potable water and the fuel supply systems. A separate, smaller BAS accomplishes a similar and more limited function for the Controlled Access Area (CAA). The US Embassy Sofia location is as follows:

US Embassy, 16 Kozyak Street, 1407, Sofia, Bulgaria

II. SCOPE: The purpose of this Scope of Work (SOW) is to secure and qualified technical labor required for successful preventive maintenance of the BAS at the U.S. Embassy compound. All materials and system components will be customer provided. At a minimum, the BAS service shall include the following for both the main BAS and the PCC BAS:

1. Conduct pre-trip coordination with the post via telephone and e-mail, to accomplish, as a minimum, the following:
 - a. Obtain all possible information from the Sofia Project Final Site Utilities Construction Documents, Volume: Mechanical Part II-2004, Dedicated Heat Recovery Chiller Final Submission - 2010; Siemens Job #252-E2700 - 2003 that will facilitate accomplishment of the preventive maintenance tasks required under this SOW.
 - b. Advise post on what preparations will need to be made for the visit and what data the post should collect and make available to the BAS technician.

2. Preventive Maintenance Site Visit: This on-site visit to post shall be for approximately 10 working days, with coordination performed prior to arrival, and shall consist of the following:
 - a. The contractor shall work side by side with post Facilities Manager, Facilities Engineer and technicians in performing all the tasks at site. These shall include: Assess the operational condition of the BAS components throughout the building, including:
 - i. Working with post technical personnel, FM and Facilities Engineer, verify the proper operation of Air Handling Units (AHU) operation (17ea),
 - ii. VAV Terminal Equipment Controllers replacement (NTE 30ea.). **Separate (7901.C) Funding (see III. 6.)**
 - iii. Working with post technical personnel, FM and Facilities Engineer, verify the proper operation of building exhaust fan operation (30ea),
 - iv. Working with post technical personnel, FM and Facilities Engineer, verify the proper operation of Chancery system pressurized four (4) zones operation,
 - v. Replacement of failed temperature and airflow sensors (NTE 5ea.), damper and valve actuators (NTE 5ea.), DDC controllers (NTE 2ea.) and other components (NTE 3ea.) if needed. Perform required maintenance and make all possible repairs. **Separate (7901.C) Funding (see III.6.)**
 - vi. Working with post technical personnel, FM and Facilities Engineer, verify the proper operation of the supply and exhaust dampers supporting the air handling units and the exterior building exhaust fans.
 - i. Working with post technical personnel, FM and Facilities Engineer, verify the proper operation of the smoke purge fans and dampers.
 - ii. Modify software-operating instructions to incorporate all heating, ventilation and air conditioning (HVAC) equipment and components installations and changes.
 - iii. Modify programming instructions to system controllers and other components to ensure their proper, effective, operation. Including BAS PPCL by up to ten (10) additional statements; Logic of program changes will be in line w/ PM's Facility Manager and Facilities Engineer's proposals
 - iv. Review system reports, alarms and error logs, and resolve system alarms and errors.
 - v. Identify all system components per Siemens® Insight Panel Point Log Report, to include controllers, actuators, sensors and communications

devices that need repair and or modification and or replacement.

- vi. Check the functionality of all variable air volume (VAV) boxes throughout the system by Siemens® Insight Panel Point Log Report – failed points, and identify boxes that must be adjusted to the Facility Manager and assist the HVAC crew in making the needed repairs and adjustments for optimum performance,
 - vii. Check trended points and make up to changes (NTE 20ea.). as requested by the Facility Manager and Facility Engineer; Demonstrate utilizing Insight Dynamic Plotter graphics and reports;
 - viii. Demonstrate to the FAC Staff the procedure for DDC MEC or MBC panels replacement,
 - ix. Demonstrate to the FAC Staff the procedure for TEC replacement and networking.
 - x. Ensure all components that require a license for access is licensed to “The United States Department of State”.
 - xi. Provide eight (8) hours of on-site training to post personnel on operation and trouble shooting of the BAS system. **Separate (ICASS) Funding (see III.5.)**. Training is to be incidental to the performance of required maintenance and repair and shall be described in the trip report, as discussed in paragraph 4.0 below.
3. On completion of the assignment, the specialist shall submit a trip report covering the items specified in Paragraph 4.0 (below) providing the information specified, below.
 - a. Document all activities, corrective actions and remaining deficiencies in the trip report

III. CONTRACTOR’S PROPOSAL: The contractor shall include the following information breakout in their proposal:

1. Proposed cost of travel, to include airfare to the site for the on-site assessment.
2. Proposed cost of hotel and meals at the site for on-site assessment.
3. Proposed cost of on-site assessment, not to including travel, hotel and meals.
4. Proposed cost of trip report preparation, in accordance with the content requirements specified in Section V, “Deliverables”, below.
5. Provide eight (8) hours of on-site training to post personnel on operation and trouble shooting of the BAS system. This will be separate line item for separate (ICASS) funding requirement.

6. Provide sixteen (16) hours of system repairs and part replacement of the BAS system. This will be separate line item required for separate (7901.C) funding requirement

IV. QUALIFICATIONS OF BAS CONTRACTOR AND TECHNICIAN: The contractor shall confirm in writing their preparedness to meet each of the requirements of this SOW each of the following qualification requirements, to include the specific hardware and software tools the contractor shall provide. This submission shall include a resume of the technician. These requirements include:

1. The contractor's business location shall obtain from the Bureau of Diplomatic Security a SECRET facility clearance for their work facility. The contractor shall obtain a Department of Defense form 254 (DD 254), "Contract Security Classification Specification," from the Bureau of Diplomatic Security.
2. The BAS technician shall possess a U.S. Government security clearance of SECRET.
3. The contractor's specialist technician shall be both experienced in servicing *Siemens "Apogee"* based BAS and to be certified by the manufacturer of the software and hardware Copy of all certificates and technician's resume to be submitted
4. In the event that the contractor employs a sub-contractor, the contractor will provide a list of facilities that the sub-contractor successfully installed or serviced BAS in, as well as at least two customer reviews of the performance of the sub-contractor.
5. The BAS technician shall be capable of executing all software programming and adjustments required to complete this SOW.

V. DELIVERABLES: All USG Security Classification guidelines need to be followed.

Information released specific to the PCC shall be addressed through classified reporting and information storage. The contractor shall provide the following items to post as part of this statement of work:

1. Licenses and Password/Permissions: All required licenses passwords, and permissions to access the BAS and its operating components shall be provided and maintained by authorized direct hire American at Post. The licensee shall be, "The U.S. Department of State".
2. Controller Programs and Instructions: All non-proprietary programs and instructions installed on all components of the BAS.
3. Site Visit Trip Report: The Contractor/specialist shall furnish a trip report within 14 calendar days after return from the Preventive Maintenance site visit. Estimated eight (8) hours for post-trip report preparation. The Contractor/specialist shall deliver (3) three electronic copies of trip report in Microsoft Word 97-2003-compatible file. The report shall:

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- a. Identify all inspection, assessment and adjustment tasks performed on the BAS and related HVAC components for this work.
- b. Provide a listing and description of all modifications made to the system software and hardware. Contractor shall update the As-built documents with any changes made to the BAS
- c. Identify findings of deficiencies, recommendations and suggestions for improvement; Contractor shall include cost estimates for needed repairs or other suggested works.
- d. Make observations regarding training and proficiency of post personnel to operate the BAS.
- e. Provide a listing of recommended repairs and spare parts to be installed or maintained by the post. This list shall include the following:
 - i. Manufacturer's name.
 - ii. Parts number.
 - iii. Estimated price.

VI. **PRODUCTS USED:** Use of U.S. manufactured products is preferred when not required. All provided material must be compatible in size rating and quality to the part it is replacing.

VII. **SECURITY AND CLEARANCE REQUIREMENTS:**

1. The BAS technician shall possess a FINAL SECRET security clearance issued by Defense Security Service prior to deployment to any DoS location/site. A favorable DS name check will be required prior to travel to Post and shall be requested from DS/IS/IND 14 days in advance of travel.
2. The contractor's laptop shall have its hard drive encrypted using any product on the IT CCB list, or any NIST approved product. Currently, PointSec 4.1 with 3Des or McAfee Endpoint Encryption for PCs Client (formerly SafeBoot Client) Version: 4.2. are DS authorized hard drive encryption products. An overwrite utility software must be used to remove all previous data in the following manner: A first overwrite pass using the number '1'; A second overwrite pass using the number '0'; and a third overwrite pass using ANY character. PDAs used to store and transport project related data must also be encrypted using NIST approved encryption.
3. SPECIAL NOTE: Any loss or compromise of electronic media devices containing DoS information is to be reported to RSO, COR and DS/IS/IND immediately.

4.

VIII. REQUIREMENTS FOR TRAVEL TO SITE AND WORK:

1. The contractor shall submit a Visit Authorization Request (VAR), together with a Joint Personnel Adjudication System (JPAS) summary, for the BAS technician traveling to post, to Bureau of Diplomatic Security point of contact at the following address:

Bureau of Diplomatic Security, DS/IS/IND,
e-mail: INDeCCcerts@state.sbu
fax: 571-345-3000

2. 14 days in advance of travel, the contractor shall furnish the BAS technician's flight itinerary and security information for a Department of State Country Clearance, which will be submitted thru the COR at post, thru the Bureau of Diplomatic Security to the post for approval, before travel will be allowed. The following information must be provided to the COR:
 - a. full name, date and place of birth,
 - b. passport number and expiration date,
 - c. name of employer,
 - d. position/discipline,
 - e. clearance level,
 - f. date of arrival and expected departure, including airline flight number and arrival and departure times. When possible, the COR will provide a copy of the post/site eCC approval response and the country travel information from the eCC website to the contractor. The contractor is responsible for the traveler's passport, visa, inoculations, and travel arrangements.
3. The contractor shall under no circumstances incur any travel or other costs, or begin the travel to the work site or work at the site until they receive the following:
 - g. notice to proceed (NTP) from the Contracting Officer (CO),
 - h. site visit permission from Diplomatic Security,
 - i. "Country Clearance" from post.
4. Once all needed material is on site, visit dates will be coordinated between embassy personnel, contract COR and the contractor. Requested Contractor site visit date is September 1, 2014

IX. SERVICE INTERRUPTIONS: The BAS technician shall plan, coordinate, and schedule all BAS site work with the post Facility Manager. Any and all service interruptions shall be subject to approval by the post Facility Manager.

- X. **DEFECTIVE EQUIPMENT:** The BAS technician shall identify to the Facility Manager any defective parts or equipment in the BAS that require replacement. These will be procured at U.S. Government expense.
- XI. **SITE RESTORATION:** The BAS technician shall ensure that all facilities receiving this work shall be left in a condition acceptable to the Facility Manager at post, upon completion of the work.
- XII. **SAFETY:** Safety is the highest priority on this project. The BAS technician shall bring any safety concerns immediately to the attention of the Facility Manager.
- XIII. **TRAVEL AND PER DIEM:** The contractor shall comply with Department of State rules and guidelines prior to incurring any costs. Costs incurred in violation of established travel rules and guidelines of the Department of State shall not be paid. Required passport and visa are a responsibility of the contractor.

C. Inspection and Acceptance

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. Also, the full text of a clause may be accessed electronically at:

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

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

52.246-4 Inspection of Services - Fixed Price (AUG 1996)

C.1. **Quality Assurance and Surveillance Plan (QASP).** This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	SOW Para	Performance Threshold
<u>Services.</u> Performs all maintenance services set forth in the statement of work (SOW)	B.I thru B.XIII	All required services are performed and no more than one

	(1) customer complaint is received
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C.1.1 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.

C.1.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-6, Inspection – Time and Material and Labor-Hour (May 2001), if any of the services exceed the standard.

C.1.3 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.

D. DELIVERIES AND PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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. Also, the full text of a clause may be accessed electronically at:
<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

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

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.242-14	SUSPENSION OF WORK	APR 1984

E. CONTRACT ADMINISTRATION DATA

E.1. CONTRACTING OFFICER'S REPRESENTATIVE.

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 Facility Manager at US Embassy Sofia, Bulgaria.

E.2 INVOICING AND PAYING INSTRUCTIONS

The Contractor shall submit the invoice in the original and three copies to the designated billing address indicated in this contract. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed. If the amount billed is incorrect, the COR will, within seven days, request the Contractor to submit a revised invoice.

If mailed please send your invoice to:

Embassy of USA
Financial Management Office
#16 Kozyak Street
Sofia 1408

Electronic invoices should be sent to Sofia_FMO_Vou@state.gov.

Please include the PR and Order Number on your invoice to allow proper handling and prompt payment.

F. SPECIAL CONTRACT REQUIREMENTS

F.1 PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract.

F.2 RELEASE OF INFORMATION

All information furnished to the Contractor and developed by the Contractor in connection with this transaction shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

F.3 STANDARDS OF CONDUCT

The Contractor shall maintain satisfactory standards of competency, conduct, cleanliness, appearance and integrity. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves and the United States Government.

G. CLAUSES

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

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. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

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

- 52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)
- 52.213-4 TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2012)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JULY 2010)
- 52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.227-17 RIGHTS IN DATA SPECIAL WORKS (JUN 1987)
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS (AUG 2005)
- 52.232-17 INTEREST (OCT 2010)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2008)
- 52.233-1 DISPUTES (JUL 2002) ALT I (DEC 1991)
- 52.243-3 CHANGES – TIME AND MATERIALS OR LABOR HOURS (SEP 2000)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

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- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004) (ALT IV) (SEP 1996)
- 52.249-14 EXCUSABLE DELAY (APR 1984)

FAR CLAUSES PROVIDED IN FULL TEXT

II. CLAUSES FROM DEPARTMENT OF STATE ACQUISITION REGULATION

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

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

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

(End of clause)

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)

652.228-70 INDEMNIFICATION (JUL 1988)

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The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or mission of the Government, its officer, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damage, injury, or liability.

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

652.243-70 NOTICES (AUG 1999)

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

I. INSTRUCTION ON HOW TO SUBMIT A QUOTATION

I.1 SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described in Section B.

Submit the complete quotation to Karlene Frelich, Contracting Officer via e-mail FrelichKH@state.gov.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

Quotations submitted after the due date and time indicated on the SF-18 cover sheet may not be considered.

I.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as Yahoo, Infoseek, Alta Vista, etc.) to obtain the latest location of the most current FAR.

- 52.204-6 Contractor Identification Number (APR 2008)
Data Universal Numbering System (DUNS)
Number
- 52.204-9 Personal Identify Verification of Contractor Personnel (JAN 2011)
- 52.214-34 Submission of Offers in the English Language (APR 1991)
- 52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004)
- 52.244-6 Subcontract for Commercial Items (APR 2010)

I-3 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price purchase order resulting from this solicitation.

J. EVALUATION CRITERIA

J.1 Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The lowest price will be determined by evaluating the rate given in Section A of this solicitation. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. Responsibility will be determined by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- 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
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

J.2 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.

K. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d)through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

- TIN has been applied for.
- TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- Sole Proprietorship;
- Partnership;
- Corporate Entity (not tax exempt);
- Corporate Entity (tax emempt);

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- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(f) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of common parent;
Name _____
TIN _____

(End of provision)

K.2 RESERVED

K.3 52.204-8 Annual Representations and Certifications. (Feb 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541930.

(2) The small business size standard is \$7 million.

(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)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

(i) Paragraph (d) applies.

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

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

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

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

(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

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

(B) Exceed the simplified acquisition threshold; and

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

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at

[52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[*Contracting Officer check as appropriate.*]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

__ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vi) [52.227-6](#), Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

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

(End of provision)

K.4. 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

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

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(2) *Examples.*

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

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

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

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

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business

entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

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

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

(End of provision)

K.5. 52.225-18 Place of Manufacture (Sept 2006)

(a) Definitions. As used in this clause—

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;

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- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

(2) Outside the United States.

K.6. AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____

Address: _____

Telephone Number: _____

K.7. 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes		Local nationals: _____

place in a country <i>where there are no</i> local workers' compensation laws		Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where <i>there are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of **Bulgaria** –

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

K.8 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN— CERTIFICATION (AUG 2009)

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

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

“Marginalized populations of Sudan” means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

(End of provision)

K.9 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representations (July 2009)

(a) *Definition.* Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 USC 395 (b), i.e. a corporation that used to be a partnership in the United States but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country that meets the criteria specified in 6 USC 395 (b), applied in accordance with rules and definitions of criteria 6 USC 395 (c).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108)

(c) Representation. By submission of its offer, the offer represents that it is not an inverted domestic corporation and is not a subsidiary of one.

K.10. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

(a) *Definitions.*

“Person”—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

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(1) This solicitation includes a trade agreements notice or certification (*e.g.*, [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)