

Embassy of the United States of America in Guatemala-INL

Scope of Work

1. **PROJECT TITLE:** IT Computer Equipment For the Justice Sector Reforms.
2. **DELIVERY TIME FRAME:** 20 Working Days upon Purchase Order receipt.
3. **PROJECT DELIVERABLES:**

IT Computer Equipment (similar or equal to the following description):

| Item No. | Description | Quantity |
|----------|---|----------|
| 1 | Server | 1 |
| 2 | File Server | 1 |
| 3 | Network switch | 1 |
| 4 | UPS for Server | 1 |
| 5 | Installation & Configuration of equipment | 4 |

4. **MINIMUM REQUIRED TECHNICAL SPECIFICATIONS**

4.1 **ONE (1) SERVER (SIMILAR OR EQUAL TO MODEL POWER EDGE R530)**

| | |
|---------------------|---|
| Chassis: | Hot-plug 8 hard drives 3.5”, rack mountable |
| Processors: | (2) Intel Xeon E5 |
| Memory: | 64 GB RDIMM performance optimized |
| Operating System: | Windows Server 2012 R2 Data Center |
| Software: | Windows Server 2012 R2 media kit |
| Hard Drives: | (2) 1 TB 7.2 K RPM NLSAS hot plug (6) 4 TB 7.2 K RPM NLSAS 6 Gbps 3.5” |
| Raid Controller: | H730 PERC 1GB cache |
| Raid Configuration: | RAID 1 (Operating system – 2 disks) RAID 5 (Data – 6 disks) |
| Network cards: | Dual Port 10 Gb SPF+ network adapter |

| | |
|---------------------|---|
| | (2) Quad-Port 1 Gb card |
| Power Supply: | Hot-plug Redundant Power Supply (1+1) 750 W |
| Power cords: | (2) power cords NEMA 5-15P, 10 feet |
| BIOS Configuration: | Performance |
| Rack Rails: | ReadyRails sliding Rails with cable management arm and round hole kit |
| Bezel: | Included |
| Optical Drive: | DVD+/-RW, SATA internal |
| Virtualization: | Hyper-V Role enabled |
| System Admin.: | iDRAC8, Enterprise |
| Monitor: | 19" LCD monitor |
| Accessories: | Keyboard, optical mouse. USB SPF Transceivers, 3 cables SFP+ to SPF+, 10GbE |
| Warranty: | 3 Years, 4 Hours response |

Installation: Installation is required and should include the following:

- Setting up on a rack cabinet
- Perform power connection to UPS and connection to network switch
- Perform initial configuration of server

4.2 ONE (1) FILE SERVER NAS – Network Attached Storage) – (Similar or equal to Model Dell Storage NX3230)

| | |
|---------------------|---|
| Chassis: | Hot-plug 12 hard drives 3.5", rack mountable |
| Processor: | Intel Xeon E5 |
| Memory: | 32 GB RDIMM |
| Operating System: | Windows Storage Server 2012 R2 Standard |
| Software: | Windows Storage Server 2012 R2 Standard media kit |
| Hard Drives: | (2) 300 GB 10K RPM SAS 12 Gbps 2.5" (8) 4 TB 7,200 RPM NLSAS 6 Gbps 3.5" |
| Raid Controller: | H730 PERC 1GB cache |
| Raid Configuration: | RAID 1 (Operating system – 2 disks) RAID 5 (Data – 8 disks) |
| Network cards: | 2 X 10Gb DA/SPF+ cards (2) Quad port 1Gb Network Card |
| Power Supply: | Hot-plug Redundant Power Supply (1+1) 750 W |
| Power cords: | (2) power cords NEMA 5-15P, 10 feet |
| BIOS Configuration: | Performance |
| Rack Rails: | ReadyRails sliding Rails with cable management arm and round hole kit |
| Bezel: | Included |
| Optical Drive: | DVD+/-RW, SATA external |

Accessories: Keyboard, optical mouse. USB
Warranty: 3 Years, 4 Hours response

Installation: Installation is required and should include the following:

- Setting up on a rack cabinet
- Perform power connection to UPS and connection to network switch
- Perform initial configuration of server

4.3 One (1) Network Switch – (Similar or equal to model Dell N4032-F Switch)

Ports: (24) 10 GbE SPF+ ports
Additional Ports: 10 Gbase-T Module 4-port Hot Swappable (RJ45 for Cat6 cables).
Cables: (2) SPF+ to SPF+, 10 GbE, Copper Twinax Direct Attach Cable, 3 meters
Power Cord: 125V, 15A, 10 feet, NEMA 5-15/C13
Warranty: Pro-support mission critical 24/7 Hw/sw 3 years

Installation: Onsite Installation with network connections to servers and UPS using provided SPF+ cables.

4.4 One (1) UPS for Server

Output Power Capacity: 3000 VA
Input Voltage: 120 VCA
Power Regulator YES
Interactive Line YES
Output Connections: 8
Indicators: LCD Screen for visual indicators

Installation services: Connecting the UPS to power outlet and check equipment status.

5. DELIVERY TERMS:

Constitutional Court with previous coordination
Delivery Address: 11 Avenida 9-37 Zona 1
Guatemala City, Guatemala
POC: Alan Culajay

6. WARRANTY:

Vendor must provide extended warranty per previous detail on each line item.

7. EXPORT RESTRICTIONS (For US Contractors):

The contractor shall comply with all U.S. Export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract.

In the absence of available license exemption/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for export of hardware, technical data, and software, or for the provision of technical assistance.

The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this order, including instances where the work is to be performed in the US where the foreign person will have access to export-controlled technical data or software.

The contractor shall be responsible for all regulatory recordkeeping requirements associated with the use of licenses and license exemptions/exceptions.

The contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

Nothing in the terms of this order adds changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations.

8. INVOICING AND PAYMENT TERMS

8.1 US Contractors:

General. The Government shall pay the contractor as full compensation for all supplies and services required, delivered, and accepted under the Purchase/Delivery Order the Firm Fixed-Price stated in the Order.

Invoice Submission. The contractor shall submit an original invoice to the Guatemala Financial Management Office at GTM_DBO@state.gov. To constitute a proper invoice, the invoice shall include all the items required by FAR 52.212-4(g).

Payment Net 30 days upon receipt supplies required within the Scope of Work.

8.2 Domestic Contractors:

General. The Government shall pay the contractor as full compensation for all supplies and services required, delivered, and accepted under the Purchase/Delivery Order the Firm Fixed-Price stated in the Order.

Invoice Submission. The contractor shall submit invoices in original to Avenida Reforma 7-01, Zona 10, Attn. Financial Management Office (FMO). To constitute a proper invoice, the invoice shall include all the items required by FAR 52.212-4(g).

Invoice must be issued in Quetzales, VAT Included, Net 30 days upon receipt supplies required within the Scope of Work.

9. QUOTATION SUBMISSION:

9.1 US Contractors:

Quotations must be submitted via e-mail to GuatemalaBids@state.gov no later than 17:00 hrs. local time on **March 31, 2016.**

Quotation must include:

- GSA schedule contract number and special item number(s). If the proposed item is not easily located on GSA Advantage with the information provided below, the vendor must provide evidence that proposed item is on vendor's approved GSA pricelist
- Firm-fixed prices on a unit and extended basis
- Technical specifications and product data to verify the quoted product meets the required specifications
- Name of manufacturer and model number of the quoted product
- Warranty information
- Proposed delivery time

9.2 Domestic Contractors:

Quotations must be submitted via e-mail to GuatemalaBids@state.gov no later than 17:00 hrs. local time on **March 31, 2016.**

Quotation must include:

- Firm-fixed prices on a unit and extended basis
- Technical specifications and product data to verify the quoted product meets the required specifications

- Name of manufacturer and model number of the quoted product
- Warranty information
- VAT must be included in price

10. EVALUATION CRITERIA:

Award will be made to the lowest price-technically acceptable vendor submitting a quotation conforming to all requirements stated in this RFQ.

The Government reserves the right to reject a quotation that is technically unacceptable or unreasonably low or high in price. The quote must be able to demonstrate that it has the necessary resources to provide on-time delivery and high level of quality.

The Government reserves the right to reject quotations submitted without the documentation required of this RFQ.

FAR 52.211-6 Brand Name or Equal (AUG 1999)

- (a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.
- (b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—
 - (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
 - (2) Clearly identify the item by—
 - (i) Brand name, if any; and
 - (ii) Make or model number;
 - (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
 - (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- (c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- (d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-55)**

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following 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 this address: <https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

| NUMBER | TITLE | DATE |
|---------------|--|-------------|
| 52.204-9 | Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system) | JAN 2011 |
| 52.212-4 | Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour) | Feb 2012 |
| 52.225-19 | Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only) | MAR 2008 |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micropurchase threshold) | NOV 2011 |
| 52.227-19 | Commercial Computer Software License (if order is for software) | DEC 2007 |
| 52.228-3 | Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance) | APR 1984 |
| 52.228-4 | Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are not covered by Defense Base Act insurance) | APR 1984 |

The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or

Executive Orders -- Commercial Items (MAY 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
(applies for all orders)

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(Alternate I (AUG 2007)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

| | Clause Number and Title |
|--|---|
| | (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402). |
| | (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note |
| | (3) [Reserved]. |
| | (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note). (in all solicitations and contracts of \$25,000 or more) |
| | (5) [Reserved]. |
| | (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (if contract value exceeds \$30,000) |
| | (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility |

| | |
|---|---|
| | Matters (FEB 2012) (41 U.S.C. 2313). (contract value exceed \$500,000 and offeror's total federal contracts value are over \$10,000,000) |
| | (8) – (26) [Reserved]. |
| | (27) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126). [|
| | (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). |
| | (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). |
| | (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212). |
| | (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). |
| | (32) 52.222-37, Employment Reports Veterans (SEP 2010) (38 U.S.C. 4212). |
| | (33) – (37) [Reserved]. |
| √ | (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011) (E.O. 13513). |
| | (39) – (40) [Reserved]. |
| | (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). |
| | (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury |
| | (43) – (46) [Reserved]. |
| | (47) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). |

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| | (48) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332 |
| | (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). |
| | (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). |
| | (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). |
| | (ii) Alternate I (APR 2003) of 52.247-64. |

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial items, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial Items:

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|--|--|
| | Clause Number and Title |
| | (1) – (6) [Reserved]. |
| | (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247). |
| | (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)). |

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) [This paragraph applies only if award is made to a U.S. firm, except for item (vii) which applies to all orders.] Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) [Reserved].

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) – (xii) [Reserved].

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR

clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

| NUMBER | TITLE | DATE |
|------------|--|----------|
| 652.225-71 | Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold) | AUG 1999 |
| 652.229-70 | Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post) | JUL 1988 |
| 652.229-71 | Personal Property Disposition at Posts Abroad | AUG 1999 |
| 652.237-72 | Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility) | APR 2004 |
| 652.239-71 | Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the | SEP 2007 |

| | | |
|------------|---|----------|
| | mission of the Department) | |
| 652.242-71 | Notice of Shipments (for overseas shipment of supplies) | JUL 1988 |
| 652.242-73 | Authorization and Performance | AUG 1999 |
| 652.243-70 | Notices | AUG 1999 |

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

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> .

652.209-79 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Criminal Conviction under any Federal Law. (DEVIATION)

The contracting officer shall include the attached provision in all solicitations:

REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW

(DEVIATION PIB 2014-21) (SEPTEMBER 2014)

(a) In accordance with section 7073 of Division K of the Consolidated

Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

- (1) Was convicted of a felony criminal violation under any Federal law within the

preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

52.209-79 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Criminal Conviction under any Federal Law. (DEVIATION)

The contracting officer shall include the attached provision in all solicitations:

**REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW
(DEVIATION PIB 2014-21) (SEPTEMBER 2014)**

(a) In accordance with section 7073 of Division K of the Consolidated

Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)