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E N F O R C E M E N T A F F A I R S
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American Consulate General
General Services Office – Procurement
4 Hagalgal St.
Talpiot, Jerusalem



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*GSO Procurement
American Consulate General
Jerusalem*



Solicitation # SIS400-14-Q-2909693

**SF-18
RFQ Form - # 18**

SF18 - RFQ.pdf



SECTION A

PRICES

CONTRACT TYPE

The Contractor shall perform all work required in Section B. This is fixed price contract . The hourly rates stated in this contract shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

PRICES

BASE YEAR :

LEGAL SERVICES	ESTIMATED HOURS	HOURLY RATE (NIS)	CEILING PRICE (NIS)
Legal Services	200		
Travel Expenses			
VAT 16% / 18%			
Total Amount			



FIRST OPTION YEAR:

LEGAL SERVICES	ESTIMATED HOURS	HOURLY RATE (NIS)	CEILING PRICE (NIS)
Legal Services	200		
Travel Expenses			
VAT 16% / 18%			
Total Amount			

SECOND OPTION YEAR:

LEGAL SERVICES	ESTIMATED HOURS	HOURLY RATE (NIS)	CEILING PRICE (NIS)
Legal Services	200		
Travel Expenses			
VAT 16% / 18%			
Total Amount			

TOTAL COST FOR THREE YEARS: NIS _____



Cost Summary

A schedule of the firm's hourly rate for legal services should be stated in the bid. This award will be for a maximum of 360 billable hours per Period of Performance with no minimum. The amount of services required will vary from month to month with no minimum number of hours.

Costs shall not exceed the amounts listed in this contract unless the COR increases these amounts in writing. The LSSP (Legal Services Support Provider) shall notify the COR as soon as expenses approach or exceed 80% of the not-to-exceed contract amount.



SECTION B

STATEMENT OF WORK

1. General

The American Consulate General seeks to retain a Legal Support Services Provider (LSSP) through a law firm familiar with the Palestinian legal system and able to provide legal advice to the International Narcotics and Law Enforcement Affairs (INL) Section at the U.S. Consulate in Jerusalem on such matters as:

- a. Contract law;
- b. Labor Law;
- c. Arbitration;
- d. Interpretation of rulings from the Palestinian Authority Courts that impact Framework Agreement projects; and
- e. Other legal issues affecting INL programs in the West Bank.

The LSSP shall be expected to provide: (Note: List is not all inclusive but legal services will pertain to: Provision of general and specific advice and possible representation on matters dealing with local construction contracts, labor issues, contract and labor arbitration/mediation, contract and labor negotiations, and the requirements of prevailing local practice, statutes, and regulations, as they pertain to the foregoing.)

- a. Review of, and familiarity with, the bi-lateral Letter of Agreement (LOA), and amendments, between the U.S. Government and the Palestinian Authority; (see section H).
- b. Review of, and familiarity with, the Framework Agreement and related Implementation Letters and the Framework Agreement which describe construction projects and other types of assistance being provided in various areas of the West Bank. (See section H).
- c. Response to queries from INL and provide written and/or oral legal advice regarding contract law as it applies to construction programs under the Framework Agreement. Palestinian labor laws with regards to personnel working for the Project Implementation Unit (PIU), or on specific projects; other related legal issues;
- d. Providing legal opinions concerning the authorities of PA ministries with respect to INL-funded Projects; and
- e. Participation in related meetings as requested by INL.



2. Qualifications

The LSSP shall provide well-qualified, professional staff licensed to practice law in the West Bank and be fluent in English and in Arabic. The Legal Support Services Contractor shall also be well acquainted with legal requirements in the West Bank that must be met in order to ensure proper management, administration, and implementation of construction contracts, and operation of construction sites.

3. Period of Performance

The period of performance for this contract shall be 1 year from date of award, with an option to renew the contract on yearly basis for an additional 2 years.

4. Ordering

The Contracting Officer's Representative (COR) will be the Deputy Director, INL Section of the U.S. Consulate in Jerusalem. He/She shall in writing or verbally order the services to be provided, by the LSSP, and the LSSP shall direct all communications regarding services to the COR. The Government will not pay for work performed by the LSSP if the work was not ordered by the COR.

5. Delivery

Requests for services may be issued to the LSSP verbally, via fax or email, or courier. Responses to these requests for services are to be delivered to the COR in the appropriate format that best meets the request. Preliminary responses may be sent via fax or email, but all original documents are to be sent via courier or postal service.

6. Reports

All reports and correspondence are to be in English.



SECTION 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://www.arnet.gov/far> 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.

52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)



SECTION D

DELIVERIES AND PERFORMANCE

D.1 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)

D.2 Period of Performance

The base contract period will be one year from the date of award. The Government may extend the contract by exercising a one-year option. The contract period, including a maximum of 2 option years, may not exceed 3 years.



SECTION 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 **Deputy Director** of the **International Narcotics and Law enforcement Affairs (INL)**

E.2 INVOICING AND PAYING INSTRUCTIONS

a. The Contractor shall submit his invoice (original copy) 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.

b. The Contractor shall specifically identify the last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice should also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, he shall contact the COR.

c. Contractor shall mail the invoices to:

US Consulate General
P.O.Box 290
Jerusalem 9100201
Attn: INL section

E.3. The contractor shall show Value Added Tax (VAT) 16% / 18% as a separate item on invoices submitted for payment.



SECTION 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.



SECTION G - CLAUSES

G.1 FAR 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.

<u>NUMBER</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)
52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)(AUG 2010)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)
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)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS (AUG 2005)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
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 (OCT 2010)
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)
652.237-71	IDENTIFICATION/BUILDING PASS (APR 2004)



FAR CLAUSES PROVIDED IN FULL TEXT

G.2 CLAUSES FROM DEPARTMENT OF STATE ACQUISITION REGULATION

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

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

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

G.3 DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)



(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)

652.242-73 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 electronically mailed or mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.



SECTION H

LIST OF ATTACHMENTS

- 1- The Letter of Agreement between the US Government and the Palestinian Authority
- 2- Frame Work Agreement Between the United States of America and the Palestinian Authority
- 3- Implementation Letter No.1

LOA Umbrella Letter Framework IL-1 Walles-Fayyad
of agreement June 20:Agreement 08 02 07.p 08 02 07.pdf



SECTION 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.

Summary of Instructions

Each quotation must consist of the following physically separate volumes:

Volume	Title	# of Copies
1	Executed Standard Form 18 and Completed Section A	2
2	Management Information	2

Submit the complete quotation to the address on SF 18.

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.

1. Volume 1 shall contain complete pricing schedules as identified in Section A, including an hourly rate of professional hours, overhead, general & administration expenses, profit, subcontractor costs, reproduction costs and all other costs related to the services required to perform the work described in Section B of this request for quotations.
2. Volume 2 shall include information demonstrating the quoter's ability to perform including:
 - (A) Evidence that the quoter operates an established business with a permanent address and telephone listing;
 - (B) List of clients, demonstrating prior experience in related cases to required laws as per section B.1, with relevant past performance information and references;
 - (C) Any special legal training the attorney may have in the related fields stated in section B.
 - (D) Evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section G).



- (E) Comparative standing of the quoter in the law profession, indicated by reputation and rating, as given in any professional rating service available.

I.2 Submit the complete quotation to the following address:

US Consulate General
4 Hagalgal St.
Talpiot, Jerusalem

Attn: Contracting Officer
Ref: RFQ SIS400-14-Q-2909693

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

I.3 FAR 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://www.arnet.gov/far/> 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.

52.214.34 Submission of Offers in the English Language (APR 1991)
52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004)

I-4 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)



The Government contemplates award of a fixed price contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Management Officer, US Consulate General, Jerusalem.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

I-5 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past 2 years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.



SECTION 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 hourly 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 The following FAR provision is provided in full text:

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

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

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers;
otherwise
 - (2) On the date specified for receipt of proposal revisions.

J.3 SEPARATE CHARGES

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



SECTION 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 exempt);

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 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or DUNS+4 that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

An offeror may obtain a DUNS number-

- If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- If located outside the United States, by contacting the local Dun and Bradstreet office.

The offeror should be prepared to provide the following information:

- Company legal business name.
- Tradestyle, doing business, or other name by which your entity is commonly recognized.
- Company physical street address, city, state and Zip Code.
- Company mailing address, city, state and Zip Code (if separate from physical)
- Company telephone number
- Date the company was started.
- Number of employees at your location.
- Chief executive officer/key manager.
- Line of business (industry)
- Company Headquarters name and address (reporting relationship within your entity).



K.3 52.204-8 Annual Representations and Certifications. (OCT 2010)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 54199.
- (2) The small business size standard is \$5 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 Reserved
 - (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). Reserved
 - (v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (vi) [52.214-14](#), Place of Performance—Sealed Bidding Reserved.
 - (vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (viii) – (xii). Reserved
 - (xiii) [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.
 - (xiv) [52.223-4](#), Recovered Material Certification This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
 - (xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).



(xvi) [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.

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

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) Reserved

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.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. 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 Clause)

K.4. 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.5 DEFENSE BASE ACT INSURANCE – COVERED CONTRACTOR EMPLOYEES

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

(b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers’ compensation coverage against the risk of work injury or death under a local workers’ compensation law. For those employees, the bidder/offeror shall also 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.

(c) 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. 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 Solicitation)