



U.S. Embassy Rabat, Morocco
2, Avenue Mohamed Al Fassi
Rabat, Morocco

12/20/2013

Dear Prospective Quoter:

SUBJECT Request for Quotations Number SMO550-14-Q-0002
Legal Services Solicitation

The Embassy of the United States of America invites you to submit a quotation for attorney services for a real estate transaction.

Your proposal must be submitted in a sealed envelope marked "Quotation Enclosed" to Clifton Neal E. on or before 01/03/2014, at 4:00pm local time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-18
2. Section A
3. Additional information as required in Section I.

Direct any questions regarding this request for quotations to Clifton Neal by letter or by telephone No. 05 37 66 80 33 during regular business hours.

Sincerely,

Clifton E. Neal
Contracting Officer

Enclosure:
As Stated.

Solicitation No. SMO550-14-Q-0002
 Legal services for NCC

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [x] IS [] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 38
1. REQUEST NO. SMO550-14-Q-0002		2. DATE ISSUED 12/20/2013		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5A. ISSUED BY General Services Office, American Embassy, 2, Av. Mohamed Al Fassi, Rabat, Morocco				6. DELIVER BY (Date)			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)				7. DELIVERY			
NAME Clifton Neal E., Contracting Officer			TELEPHONE NUMBER		FOB DESTINATION OTHER (See Schedule)		
			AREA CODE 212	NUMBER 37 66 80 33	NCC/Casablanca		
8. TO:				9. DESTINATION			
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE American Embassy, Rabat			
c. STREET ADDRESS				b. STREET ADDRESS			
d. CITY		e. STATE		f. ZIP CODE		c. CITY	
						d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 01/03, 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)	
	Legal Services related to New Consulate Compound (See attached)						
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	
a. NAME OF QUOTER							
b. STREET ADDRESS				16. SIGNER			
c. COUNTY				a. NAME (Type or print)		b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE		c. TITLE (Type or print)		AREA CODE	
						NUMBER	

STANDARD FORM 18

TABLE OF CONTENTS

SF 18 cover sheet.....2

A. Prices4

B. Statement of Work.....5

C. Inspection and Acceptance16

D. Deliveries and Performance17

E. Contract Administration Data18

F. Special Requirements19

G. Clauses20

H. List of Attachments 23

I. Instructions on How to Submit a Quotation24

J. Evaluation Criteria28

K. Representations, Certifications and Other Statements of Offerors or Quotors.29

SECTION A

PRICES

A.1. VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice.

A.2. CONTRACT TYPE

The Contractor shall perform all work required in Section B. This is a labor-hour purchase order. The hourly rates stated in this purchase order shall include all direct and indirect costs, insurance, overhead, general and administrative expense, conference rooms, copies, and profit.

PRICES

<u>Price</u>	<u>Estimated Hours</u>	X	<u>Hourly Rate</u> (MAD)	<u>Ceiling</u> (MAD)
Legal Consultancy Services	<u>100</u>		_____	_____
Add: Applicable Service Tax*	_____%			_____
TOTAL:				_____

SECTION B
STATEMENT OF WORK

PART I - LEGAL COUNSEL BUSINESS ASSESSMENT

Instructions for use: These questions should be answered in the context of how the host country rules, regulations and laws apply to a United States Design Build Contractor hired by the US Government to build the New Embassy Compound (NCC) in the host country. Each question should be answered with enough detail and explanation so the reader can fully understand the relevant topic.

When there are costs associated with a question or step in the processes discussed below, responses should be itemized and placed into tabular form. Tables should be used when they will more easily convey the information/message.

Additional NCC related non-litigation consultation service outside of the current SOW will be required as questions or issues become known.

PLEASE NOTE: your firm is not being hired to represent the United States in any diplomatic negotiations or for litigation purposes before any court or other governmental entity. The Embassy is requesting guidance on the enumerated inquiries above and related real estate transactional issues. If the attorney should receive documents from a court or is otherwise served in a litigation matter, please contact the Embassy who shall in turn forward the information to appropriate U.S. Government offices.

ZONING

Provide details of issues that may affect the proposed NCC site due to zoning. Local zoning officials should understand that the proposed site will be used for diplomatic purposes to include an embassy, annex, limited recreational facilities, warehousing and Marine Security Guard quarters. The United States Government (USG) typically constructs a 3-meter high solid wall along the perimeter of the property. The typical medium-sized office building is approximately 25 meters high.

Name and Address of Local Zoning Official:	
Name:	
Office:	
Title:	

Address:	
Telephone number:	
Other Information:	

1. Zoning Map: Provide a city/area zoning map.
2. Process: Provide a graphic representation of the zoning and permitting process using a Gantt chart, wiring diagram or other method deemed appropriate.
3. Provide information to address the zoning issues in the below matrix:

Zoning Issue	Zoning Requirement	Reference Local Zoning Regulation*
Diplomatic compound use		
Minimum lot/district size		
Current zoning district/designation (i.e. residential, commercial, etc.)		
Minimum lot width		
Max. building height (including any regulations for penthouse structures)		
Max. floor to area ratio (FAR)		
Max. building area(s)		
Max. number of Floors		
Min./Max. setback requirements		
Max. height perimeter wall		
Max. height perimeter fence		
Solid 3-meter perimeter wall at property line		
Lot coverage requirements (explain how this is determined-building area, impervious area, etc.)		
Open/green space		

requirements		
Area or site subject to historic district regulations (i.e., façade type, etc.)		
Area or site subject to any overlay district regulations		
Parking requirements		
Parking space dimension requirements/standards		
Landscaping requirements		
Tree removal and/or replacement requirements		
Limitation on hours of operation		
Lighting restrictions		
Antennae restrictions		
Other (describe)		

*If local zoning regulations are available, provide copies of relevant regulations/documents in English.

BUILDING PERMITS

Local Laws and Regulations

4. Construction Access: Will the size or type of vehicles utilizing the construction site access be limited? Will the hours of operation of the construction site access be limited? Which local government office will handle traffic control for this project?
5. Construction Activity: What are the permitted construction hours for this project?
6. Currency: Does the host country have restrictions on the currency in which local labor is paid or materials purchased?
7. Banking: Must a local bank be used for in-country transactions? What banks are recognized by the local government as established/accredited banks? Do these banks offer electronic banking (offshore transfers or payments to local vendors/employees)?
8. Street/Sidewalk Storage: What is the procedure for obtaining permission to utilize streets and sidewalks for storage? What is the cost of such utilization of the streets/sidewalks?

Design Approval

9. Approval: Does the project design need to be approved by or registered with host government? Is a local associate architect or engineer required?
10. Process: What is the anticipated time to obtain approval or registration? Describe the approval process and provide a flow diagram if the process normally takes more than one month. Provide a copy of the application for approval.

Building Permit Approvals

11. Required Documents: Describe the submission requirements for the following:
- a) Drawings
 - b) Numbers of sets of drawings
 - c) Calculations
 - d) Who must sign the submission package
 - e) Other submission requirements
12. Permitting Timing: How long does it take to obtain approval of plans and issuance of building permits? Provide a copy of the permit application.
13. Permitting Process: Provide a flow diagram to graphically explain the permitting process.
14. Contacts: Provide a written explanation of the permitting process with instructions, contact names, titles, addresses etc. of officials to receive submissions.

Code Requirements

15. Codes: What standard (building) codes are in use locally? The USG will use the International Building Code (IBC).
16. Variations: Discuss any significant code variations between local codes and/or practice and applicable U.S. codes? Do any local practices or codes deviate from the IBC?
17. Requirements: To obtain building permits, must the USG drawings for the project follow local codes or will U.S. code standards be acceptable?

Inspections and Occupancy Permit

18. Ownership Rights: Describe the subterranean and mineral rights of the owner of a construction site.
19. Inspections: Utilizing the matrix below, describe the type and number of inspections normally required by the host country during and after construction to obtain occupancy permits. Provide explanation in addition to the below matrix as necessary.

Required Inspection	Number Required	During Construction	After Construction	Waiver Process
---------------------	-----------------	---------------------	--------------------	----------------

Foundations				
Mechanical				
Electrical				
Structural				
Fire				
Other (Describe)				

20. Occupancy Permit: Does the host country or local government require a project obtain an occupancy permit? If required, describe the submission requirements, costs and the process to obtain the permit.
21. Inspections: The USG normally will provide its own inspections and certification of the installation during and after construction and will request a waiver of inspections from the host country. What is the process to request waivers of inspections? Do you anticipate any issues with inspection waiver requests?

REGULATIONS AFFECTING U.S. DESIGN-BUILD FIRMS

22. Potential Issues: What potential legal, political, regulatory or other issues could prove to be challenges to the U.S. design-build (D/B) company that may be unique?
23. Branch Office: Must the U.S. Company establish a branch office in the host country? What is the process and cost associated with developing such an office?
24. Permit/License: What requirements must be met to qualify for a permit or license to do business as an architectural, engineering and general contractor? What is the process for obtaining such a permit or license, and what is the timing for this process?
25. A U.S. company will be the prime contractor on a diplomatic construction project.
- a) What obstacles will be expected?
 - b) Can the prime contractor directly retain the services of local subcontractors?
 - c) Describe how the general contractor can secure the services of local contractors.
26. Joint Venture/Subcontracting: Are US construction companies required to associate with local companies by way of joint venture? Provide the requirements for this joint venture/subcontracting, including information on any laws that govern this, the percentage to be subcontracted, who has ultimate responsibility for the joint venture, etc.?
27. Local Assistance: Are US design-build companies required to engage certain local professionals or agents? What are the requirements?

28. Regulatory Laws: Describe any local or national regulatory laws that the general contractor is required to follow, including environmental, fire safety, building safety, etc.
29. Ownership Stake: Will the local government by law, require an ownership stake in this construction project? Describe any requirements.
30. Local Labor/Materials: Describe to what extent the contractor must use local construction labor or local materials?
31. Contractor Sureties: What is the local practice regarding contractor sureties, such as bonds and insurance?
32. Local Bonds/Escrow: Is the contractor required to deposit money in escrow to cover potential damages to the city streets, property, etc.?
33. Fees: What are the fees associated with American firms doing business in the host country?
34. Provide information on the license/fee requirements in the below matrix:

License/Fees	Amount (\$)	Comments/Explanation
Architect/Engineer		
General Contractor		
Business License		
Zoning Application		
Building Permit		
Trade Contractor Permit		
Worker's Permit		
3 rd Country Worker's Permit		
Others (Describe)		

LABOR LAW AND WORKERS' ISSUES

Permits/Licenses

35. Requirements: Are any permits or licenses (other than visas) required for importing U.S. or third-country labor? Describe any required permits or licenses and the acquisition process.
36. Period of Validity: For what period are the required licenses or permits in effect? Are the permits/licenses renewable?

Rules

37. Labor Unions/Parties: What are the general construction regulations regarding unions? Are there labor unions or parties in the host country? What is their relationship between the labor unions/parties and the local government (i.e. laws, agreements, etc.)?
38. Safety: What safety regulations and laws govern the construction industry? USG construction projects follow the Corps of Engineers/OSHA safety guidelines-will these regulations adequately meet host country/local requirements?
39. Workmen’s Compensation: Do workmen’s compensation laws exist in the country? Describe any local or national regulations governing workers compensation
40. Workers’ Rights: What type of laws govern workers’ rights? Is there a minimum wage, separation requirements, etc?
41. Casual Employee: Describe the employment conditions that constitute a “casual” employee?
42. Permanent Employee: Describe the employment conditions that constitute a “permanent” employee?
43. Unemployment Insurance: Describe any local or national regulations governing unemployment Insurance.
44. Tabulate the employer’s obligations to employees in the matrix below:

Benefits:	
Statutory contributions (e.g. pensions):	
Other (e.g. 13-month salary)	

45. Tabulate the respective rights of each type “casual/permanent” employee with respect to the following:

Dismissal	Casual Employee	Permanent Employee
Annual-leave entitlements		
Sick leave entitlements (may include custom such as when a relative dies)		
Holidays		
Other		

46. Tabulate local customs/subsidies that may affect the employment of labor on any basis in the following matrix:

Are employees provided with transportation to and from work?	
Are employees provided with food as part of their compensation?	
Other?	

Local Court System and Problem Laws

47. Judicial System: Provide an outline of the available judicial system describing the levels of the courts, jurisdiction accorded each, number of justices sitting, available appeals and other judicial system features.

48. Laws/Penalties: Provide an outline (if one exists) of any special criminal and civil laws and penalties that U.S. personnel should be aware of (for example, restrictions on drinking alcoholic beverages, gambling, sale of western goods, currency speculation, etc). Please advise if no such outline is available or if local laws will be generally familiar to Americans. (Primary interest is in local laws or penalties that will seem unfamiliar or severe to Americans - for example, Islamic or socialist laws.) This should be coordinated through the Office of Foreign Missions (OFM) and/or Post.

Contract Law

49. Typical Contracts: Identify typical binding legal arrangements (contracts) utilized in the host country.

50. Enforceability: Must contracts be written to be enforceable? Can an oral agreement establish a contract?

51. Local Laws: Identify vagaries in local contract law that are likely to affect contracting for the project.

Dispute Resolution

52. International Agreements: Is the host country a party to any international agreements governing enforcement of foreign judgments or other aspects of adjudication (e.g., Hague Convention, Convention on the Enforcement of Foreign Judgments, New York Convention on the Enforcement of Arbitral Awards)?

Owner Responsibilities during Construction

53. Owner Responsibility: What are the responsibilities and liabilities under local law for the property owner (the USG) during construction?

54. Owner/Contractor Responsibility: Will the owner be legally responsible for wages, social security, or other debts of the contractor if the contractor fails to meet its obligations?

55. Owner/Contractor/Subcontractor Responsibility: In disputes between the subcontractor and prime contractor, what responsibility does the owner (the USG) maintain?

56. Contractor Negligence: Is the owner (the USG) responsible for negligent acts of the contractor?

Sovereign Immunity

57. Applicability: Under local law, when is the defense of sovereign immunity available to the USG? OFM and/or Post may also respond to this question.

58. Extent: Does the host country apply a broad or restrictive view of sovereign immunity?

59. Individual Representatives: Does the host government recognize immunity for individual representatives of a sovereign?

TAXES

Existing Taxes

60. Relevant Taxes: Will the U.S. contractor incur any of the taxes listed below? If applicable, describe the nature of the tax and how it is paid in the matrix below. Utilize additional explanation outside the matrix as necessary.

Tax	Description/How Paid
Income Tax	
Property Tax	
Sales Tax	
Value Added Tax	
Stamp Tax	
Construction Tax	
Social Security or other payroll taxes	
Other: (Describe)	

61. Double Taxation: Is there a double taxation agreement between the U.S. and the host government (i.e., if a worker is taxed in one locale, will he/she be credited with having paid taxes to the second taxing authority)?

62. Contractor Taxes: Will the U.S. contractor be subject to any taxes that are different from those imposed on local or third-country companies? Describe the nature of the taxes, their costs and how they are paid?

Workers' Tax Liability

63. Income Tax: Will U.S. and third-country workers be subjected to income tax?

64. Social Security Tax: Will U.S. and third-country workers be subjected to social security tax?
65. Other Taxes: Will U.S. and third-country workers be subjected to any other taxes?

Personal Taxation Liability

66. Collection: Who is responsible for the collection and payment of income tax?
67. Tax Rates: What are the rates/scales of personal income taxation?

Diplomatic Status

68. Agreements with Post: Describe any de-facto agreements that Post has with authorities of the host government, which would in any way provide a cost-benefit in the execution of a construction project by the US Government Department of State.
69. Tax-Free Status: Does Post enjoy tax-free status from the host government, and is such tax-free status available for a construction contractor providing new office buildings and the like? Describe this arrangement and how it can be made available to the construction contractor.
70. VAT: Will the U.S. contractor incur value-added tax (VAT) or other similarly imposed taxes on its purchase of goods and services associated with the project? Describe the full extent and amounts of such taxes, including taxes on all items of a construction contract from materials/supplies and equipment both imported and purchased locally.
71. Sales Tax/Import Duties: Will the U.S. contractor's purchases of materials within the country be subject to sales tax or import duties? If applicable, describe the full extent and amounts of such charges applicable to the contractor's actual work or the work of any subcontractors.
72. Containers/Packages: Confirm that all of the containers and packages containing project materials destined for sole use on the project and consigned to the American Ambassador are duty free.

Tax Table

73. The following table contains many of the possible taxes and fees required to do business in a country. Provide the requested information in the matrix below. Indicate any additional taxes that are not included below.

Tax	Rate	Comment (How Applicable)
Corporate Income Tax		
VAT Tax		
Import Tax		
Customs Tax		
Tariffs (Building Materials)		
Workman's Compensation		

Unemployment Tax		
Sales Tax		
Importation Duty		
Utility Service Tax		
Stamp Tax		
Personal Income Tax		
Others (Describe)		

Tax Relief

- 74. Local VAT/Sales Tax: Identify the local VAT or sales tax rates for purchases or supplies of goods and/or services.
- 75. VAT Relief: Identify procedures and/or requirements for the USG or USG contractor (contracted in Washington) to receive relief from VAT and/or sales tax or receive reimbursement for VAT and/or sales tax assessed on goods and services purchased for a USG contract.
- 76. Processing Timeline: If tax-relief is provided through reimbursement, what is the host government’s average processing timeframe for this action? If the tax is reimbursable, is it recovered at 100 percent? Please provide an explanation as to the amount that is actually recovered against that which is theoretical.

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://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.

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

SECTION 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)

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 *Michael Warren, Management Officer/Casablanca*.

E.2 INVOICING AND PAYING INSTRUCTIONS

a. The Contractor shall submit his 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.

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:

**American Embassy
Financial Management Office (FMO)
2, Avenue Mohamed Al Fassi
Rabat, Morocco**

The FMO will log in receipt of invoices and forward to the COR for review and approval

The contractor shall show Value Added Tax (VAT) 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 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.

- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012)
- 52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 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) (FEB 2012)
- 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 (JUN 2008)
- 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)
- 52.232-32 PERFORMANCE – BASED PAYMENTS (APR 2012)
- 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 (DEC 2010)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)

- 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)

652.229-71 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.

SECTION H
LIST OF ATTACHMENTS

Reserved

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:

<u>Volume</u>	<u>Title</u>	<u># of Copies</u>
1	Executed Standard Form 18 and Completed Section A	1
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, travel expenses, overhead, G&A, 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:

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

1. List of clients over the past five (5) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Morocco then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;

- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for legal services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

I.2 Submit the complete quotation to the address indicated on the solicitation cover page, if mailed, or the address set forth below, if hand delivered.

Clifton Neal E
Contracting Officer
American Embassy, Rabat

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://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.

- 52.214-34 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 Labor-Hour purchase order resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEPT 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 the Management Counselor Howard VanVranken, US Embassy Rabat, 2, Ave Mohammed El Fassi, Rabat, Morocco.

(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 five (5) 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 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 emempt);

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 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541110.

(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, 2010, or 2012.

(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, Alternates I, II, and III.) 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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III 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
--------------	-------	------	--------

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.3. 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: _____

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

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

(b) The contracting officer has determined that for performance in the country of Morocco.

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) RESERVED

(End of provision)

K.5. 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—

- (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.

K.6 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 or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have or have not, 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.7. 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—

(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)