Embassy of the United States of America

November 17 ,2015

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number SQA10016Q0003 - Attorney Services for a Real Estate Transaction.

The Embassy of the United States of America Doha 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

Kathy Hallett
Contracting Officer
SQA10016Q0003
American Embassy
PO Box 2399
Doha – Qatar

on or before **16.00** on ***December 1, 2015***.

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 **Kathy Hallett** by letter or by telephone ***4496-6794*** during regular business hours.

Sincerely,

Kathy M. Hallett

Kathy M. Hallett

Contracting Officer

REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE

PAGE 1 OF PAGES 32

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
SQA10016Q0003	11/16/2015	PR4871163		

5a. ISSUED BY
General Services Officer, American Embassy Doha

6. DELIVER BY (Date)

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
General Services Office,American Embassy D	974	44966794

7. DELIVERY ☒ FOB DESTINATION ☐ OTHER (See Schedule)

9. DESTINATION

a. NAME OF CONSIGNEE
American Embassy

b. STREET ADDRESS
22 February Street, Doha

c. CITY
Doha

d. STATE
NA

e. ZIP CODE
N/A

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)
12/01/2015

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 service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

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

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Attorney Services for a Real Estate Transaction As per attached Solicitation	1	ea		

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

NOTE: Additional provisions and representations ☒ are ☐ are not attached.

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

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

ATTORNEY SERVICES FOR REAL ESTATE TRANSACTIONS IDIQ
SQA10016Q0003

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SECTION A – PRICES

A.1 CONTRACT TYPE

The Contractor shall perform all work required in Section B for various projects required by American Embassy Doha. This is an indefinite delivery, indefinite quantity labor-hour purchase order with fixed hourly rates. The Contracting Officer shall order work on individual properties through task orders. The hourly rates stated in this purchase order shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

A.2 LEVEL OF EFFORT

(a) The Contractor shall provide the services for the base period of the contract at the rates stated below.

(b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.

(c) The Contractor shall furnish to the Government, when and if ordered, the services as specified in the Schedule. The Government may issue orders requiring services on multiple pieces of property. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued.

A.3 PRICING

A.3.1. Value Added Tax

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

A.3.2. The Government will issue task orders to the Contractor on a firm fixed price basis. In establishing the fixed price for individual task orders, the Government will use the fixed hourly labor rates listed below.

*Estimated Hours	X	Hourly Rate	Ceiling Price

A.4 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of $100 reflects the contract minimum for the entire period of performance, including any options. The amount of all orders shall not exceed $20,000. This reflects the contract maximum for the entire period of performance, including any options.

SECTION B

Statement of Work for Services of an Attorney
Acquisition of Real Property

The following services are required by the United States Government (USG) in relation to the acquisition of land. The services may be requested at any time and not necessarily in the order listed below. Bids must account for providing all services, some more than once, during or after the acquisition process.

1. Within **thirty (30) days of being retained**, deliver a detailed written explanation of the legal and administrative process for transferring real property (including any requirements that the USG notify local/regional/municipal governments of the transfer, and any additional host approvals or certifications that may be required by the local government, before, during and after the transfer); provide an estimate of how long it typically takes from contract signing to title transfer and registration; and identify actions mandatory under law as distinguished from actions done as matter of local custom or practice. The explanation should point out any land interests that are unique to the host country; for example, community land, king's land, etc.
2. Define the legal interests in land that can be acquired by the USG under national and local laws.
3. Taking rights under international law, including the Vienna Conventions on Consular and Diplomatic Relations, and local law into account, advise whether the USG is entitled to any exemption, refund, reimbursement or other privilege regarding payment of any taxes, fees, costs, duties or charges. Assist the USG in applying for any waivers of the same as well as for registration, transfer, or sales taxes or charges to which the USG is entitled or eligible under the Vienna Conventions or local law.
4. Within **thirty (30) days or less of the date of each request**, deliver a written opinion on title based on a title search of properties identified by the USG. Confirm that plot plans or surveys attached to the title deeds reflect accurately the description in the title deeds. Advise on whether the properties are free and clear of any encumbrances or other defects in title, whether or not registered, or identify in full any discovered encumbrances or defects in title of any kind. As necessary, the attorney shall retrieve requested title/deed/survey document(s) from the appropriate local authority in order to conduct and provide a written property title report. If a survey document does not exist that clearly defines the property boundaries, the attorney shall retain a competent technical specialist to carry out a boundary survey to assist with the written title report. The cost of retaining additional professional assistance, if necessary, shall be a reimbursable expense provided that the cost is approved in advance by the USG.
5. Review USG-supplied documents. Provide advice and comment on their acceptability under local law and local practice. Propose revisions as needed to make them comply with local laws and practices.
6. If requested, draft a purchase contract or other conveyance vehicle that fully protects USG interests and forward the same for review to the USG points of contact listed below.
7. Provide advice on and support for changing or acquiring zoning status, development rights, land use rights, or additional entitlements, such as waivers. Within **thirty (30) days or less of the date of each request**, deliver a written opinion on current zoning, and the process to change or acquire the appropriate zoning status, as provided by the USG, for a specific property.
8. As appropriate, assist the USG in providing required notifications to, and obtaining required permits and approvals from, the local government.

9. Retain and fully compensate a Notary Public at the market rate (subject to the USG's approval) for those services and coordinate settlement of the transaction with the Notary Public consistent with local laws and customary real estate practices.
10. Identify costs paid by each party in a typical sale of real estate. Identify which costs are usually paid by each party under law, and which are negotiable and paid by local custom or practice. Suggest commonly used terms or cost sharing.
11. Identify and eliminate any potential charges to the USG for Value Added Tax in connection with the transfer and registration of title.
12. Provide advice and details on whether currency laws or other regulations restrict the ability of the USG to pay or remit funds within country or overseas in any currency.
13. As appropriate, prepare and register the documents required for the transfer and registration of title in favor of the USG.
14. Participate in related meetings and/or negotiations, as needed.
15. Provide prompt written legal advice and opinions on specific questions presented by the USG from time to time during the purchase, title preparation, registration, closing and post-closing process.
16. Retain and fully compensate a qualified, certified translator to translate into English any of the transaction documents, including contracts, surveys, approvals, and registration materials, that are not originally drafted in English.
17. As necessary, and at the USG's request, retain any technical specialists or other specialized attorneys required to complete the USG's acquisition of real property. The cost of retaining additional professional assistance, if necessary, shall be a reimbursable expense provided that the cost is approved in advance by the USG.
18. Provide any and all other services that are not specifically noted above but are needed by the USG to contract for, receive approval of, and settle any proposed transaction.
19. Submit **monthly** invoices to the USG for services rendered.
    a. Just prior to settlement, deliver to the USG a **Pre-Purchase Certification** stating that:the description of the property in the purchase contract corresponds exactly with the description in valid deeds and prior land surveys in the offices where conveyances, survey plats, and other instruments that affect title are officially recorded; and
    b. the field verification of the existing title records reveals that:

        (i) no discrepancies exist in measurement of boundaries or land areas; or

        (ii) there are conditions that might adversely affect the interests of the United States that do not appear in the abstract of title (list of such conditions as they exist); or

        (iii) a comparison of the field survey and title search reveals certain exceptions (to be listed if these exist) to a clear and unencumbered title that do not appear in the present title record but the Vendor, at its expense, has taken or is taking all steps necessary to clear any noted exceptions, and the proposed legal instrument of conveyance, as drawn by the local land title expert, will, under local law and custom, serve as a document of correction to the erroneous title record; and

c. there are no mortgages, liens, charges, incidents of tenure, encroachments, reserved strips of land blocking access to public thoroughfares, street widening or public improvement projects proposed or pending, or any other encumbrances or defects of any kind recognized by the laws of the country as affecting the title, and

d. the vendor has a perfect, exclusive, and unencumbered title to the property and full power to convey it to the United States of America.

NOTE: If the attorney does not deem himself/herself capable of verifying existing land surveys in order to deliver the Pre-Purchase Certification, he/she shall be responsible for retaining and compensating whatever additional professional assistance is needed for him/her to deliver that Certification. The cost of retaining additional professional assistance, if necessary, shall be included in the attorney's bid.

20. As soon as registration of title transfer has been completed, deliver to the USG a **Post-Purchase certification** stating that:

    a. The transfer and title deed(s) are in the form approved and uniformly used in the country;

    b. The deed has been filed, recorded, and registered in accordance with local law and that the United States of America is now the legal owner of record; and

    c. The attorney has taken all steps required to ensure a perfect, unencumbered title is registered on behalf of the USG.

Embassy of the United States of America

Kathy M. Hallett

Contracting Officer

44966794

HallettKM@state.gov

Bureau of Overseas Buildings Operations Point of Contact:

William P. Franklin

Realty Specialist

U.S. Department of State

Office of Acquisitions and Disposals

Division of Site Acquisitions

+001 703 875-4648

frabjkubwo@state.gov

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. In addition, the full text of a clause may be accessed electronically at: *http://acquisition.gov/far/index.html* or *http://farsite.hill.af.mil/vffara.htm*. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at *http://www.statebuy.state.gov*. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

CLAUSE	TITLE AND DATE
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
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. In addition, the full text of a clause may be accessed electronically at: *http://acquisition.gov/far/index.html* or *http://farsite.hill.af.mil/vffara.htm*. These addresses are subject to change.

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CLAUSE	TITLE AND DATE
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
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 purchase order by exercising a one-year option. The contract period, including a maximum of one time service

SECTION E -CONTRACT ADMINISTRATION DATA

E.1. CONTRACTING OFFICER'S REPRESENTATIVE

DOSAR 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 **Kathy Hallett**

E.2 INVOICING AND PAYING INSTRUCTIONS

a. The Contractor shall submit the invoice in the original and three copies to the designated billing address indicated below. 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.

c Contractor shall mail the invoices to

Financial Management Ofiice
American Embasssy
P.O Box 2399
Doha - Qatar

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 this contract.

F.2 RELEASE OF INFORMATION

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

F.3 TASK ORDERS

Task Orders under this Purchase Order shall be issued on OF 347 and shall include, but not be limited to the following information:

(a) Name of contractor
(b) Purchase Order number and date
(c) Task order number
(d) Description of services to be performed
(e) Estimated number of hours
(f) Hourly rate and ceiling price
(g) Specific property under consideration

The Contracting Officer may place orders orally, telephonically, by facsimile, or in writing. The Contracting Officer will confirm oral orders in writing within three calendar days.

SECTION G - CONTRACT CLAUSES

G.1 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. In addition, the full text of a clause may be accessed electronically at: *http://acquisition.gov/far/index.html* or *http://farsite.hill.af.mil/vffara.htm*. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department 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" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

CLAUSE	TITLE AND DATE
52.202-1	DEFINITION (NOV 2013)
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)
52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2015)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (MAR 2015)
52.223-18	ENCOURAGING CONTRACTOR POLICIES 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 (DEC 2007)

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.233-1 DISPUTES (JULY 2002) *Alternate I (DEC 1991)*

52.243-3 CHANGES – TIME-AND-MATERIALS OR LABOR HOURS (SEPT 2000)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) *Alternate IV (SEPT 1996)*

52.249-14 EXCUSABLE DELAYS (APR 1984)

G.2 FEDERAL ACQUISITION REGULATION CLAUSES PROVIDED IN FULL TEXT

The following Federal Acquisition Regulation (FAR) clauses is/are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as

the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

(End of clause)

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.

(End of clause)

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 **One year**

(End of clause)

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 calander 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 calander 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.

(End of clause)

G.3 <u>DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES</u>

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)

652.216-70 ORDERING - INDEFINITE - DELIVERY CONTRACT (DEC 1994)

The Government shall use one of the following forms to issue orders under this contract:

(a) Optional Form (OF) 347, Order for Supplies or Service; OR

(b) Optional Form (OF) 206, Purchase Order, Receiving Report and Voucher.

(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.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is 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.

(End of 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

The following documents are attached and made a part of this contract:

EXHIBIT A – OBO'S PRELIMINARY DRAFT OF THE SALES (OR LEASE) AGREEMENT – ***RESERVED***

EXHIBIT B – OBO'S PRELIMINARY BID PACKAGE FOR THE SALE OF PROPERTY ***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:

Volume	Title	# of Copies
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 three 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 Qatar 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 Attorney Service for Site Acquisition 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 if hand-delivered, to the address set forth below:

Kathy Hallett
Contracting Officer
SQA10016Q0003
American Embassy
PO Box 2399
Doha – State of Qatar

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

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

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: *http://acquisition.gov/far/index.html/* or *http://farsite.hill.af.mil/vffara.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" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2015)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)

I-3 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

The following Federal Acquisition Regulation provisions are 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.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(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, American Embassy Doha

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

(End of provision)

I-4 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 two 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 quoter'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:

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 Embassy 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.

(End of provision)

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 (3l 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 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541199.**

(2) The small business size standard is **$11 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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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 SAM 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 provision at 52.204-7, System for Award Management.

(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.

(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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—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 $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 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 Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[*Contracting Officer check as appropriate.*]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards 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 SAM website accessed through https://www.acquisition.gov. After reviewing the SAM 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 SAM.

(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 where there are no 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 are local workers' compensation laws		local nationals:	
		third-country nationals:	

(c) The Contracting Officer has determined that for performance in the country of state of Qatar

✓ Workers' compensation laws 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 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

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

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

(End of provision)

K.6. 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" 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).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

K.7. 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

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

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

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written

determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

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

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

(End of provision)