

SF-33

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 Scope of Services

The Contractor shall provide the advisory and assistance services for the Embassy of the United States of America in Moscow, Russian Federation, with regard to payroll and tax withdrawal requirements implemented by the Embassy on behalf of its Russian employees. Services required under this contract are described in Section C and Exhibits in Section J. The groups of employees who shall be receiving these services are listed in paragraph C.16.

B.1.1. OFFERS AND PAYMENT IN U.S. DOLLARS - U.S. firms are eligible to be paid in U.S. Dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

FOREIGN FIRMS - Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in local currency.

B.2 Type of Contract

The contract type shall be a fixed price requirements type contract under which will be issued firm, fixed-price task orders. The fixed prices for advisory and assistance services are as follows:

B.3 Prices for Services. Prices for services shall include all labor, material, overhead and profit. Value Added Tax (VAT) shall be specified on a separate line item, if applicable.

B.3.1 BASE YEAR OF THE CONTRACT STARTING ON THE DATE STATED IN THE NOTICE TO PROCEED AND CONTINUING FOR A PERIOD OF 12 MONTHS.

Line Item 001:

	Estimated Number of <u>employees</u>	Price per Person	Total Annual Estimated Price for all <u>Employees</u>
Preparation of all documentation necessary to register new Russian employees of the U.S. Embassy Moscow and three constituent posts located in St. Petersburg, Vladivostok and Yekaterinburg with the Pension Fund (See Section C.4 for details).	36	_____	_____

A. Total Price for Line Item #001 for Base Year (Price per person x 36): _____

Line Item 002:

	Estimated Number of <u>employees</u>	Price per Person <u>per Month</u>	Total Estimated Price per Month for all <u>Employees</u>
Calculate monthly contributions to three Social Security Funds (Medical Insurance Fund, Social Insurance Fund and Pension Fund) and Trauma contributions to be paid by the U.S. Government as an Employer (See Section C.5 for details).	900	_____	_____

B. Total Price for Line Item #002 for Base Year (Total Estimated Price per Month x 12): _____

Line Item 003:

	Estimated Number of <u>employees</u>	Price per Person <u>per Month</u>	Total Estimated Price per Month for all <u>Employees</u>
Calculate monthly income taxes for all Russian employees based on salary information and net amounts payable to each employee (See Section C.6 for details).	900	_____	_____

C. Total Price for Line Item # 003 for Base Year (Total Estimated Price per Month x 12): _____

Line Item 004 :

	Estimated Number of <u>Consultations</u>	Price for One 60- minute <u>Consultation</u>	Total Estimated <u>Price</u>
Consultation services for Embassy Personnel with duration 60 minutes each Consultation (See Section C.7 for details).	24	_____	_____

D. Subtotal for Line Item #004 for Base Year (Consultation Price x 24): _____

Line Item 005:

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of seven (7) management/financial biweekly Reports for the internal use of the U.S. Embassy (see Section C.8 for details).	26	_____	_____

E. Total Price for Line Item #005 for Base Year (Unit Price x 26): _____

Line Item 006:

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of one (1) management/financial Monthly Report for the internal use of the U.S. Embassy (see Section C.9 for details).	12	_____	_____

F. Total Price for Line Item #006 for Base Year (Unit Price x 12): _____

Line Item 007

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of four (4) Quarterly Reports to the Social Insurance Fund and Pension Fund (see Section C.10 for details).	4	_____	_____

G. Subtotal for Line Item #007 for Base Year (Unit Price x 4): _____

Line Item 008

Preparation and submission of one (1) management/financial Annual Report for the internal use of the U.S. Embassy (see Section C.11 for details).	1	_____	_____
--	---	-------	-------

H. Subtotal for Line Item #008 for Base Year (Unit Price x 1): _____

Line Item 009:	Estimated Number of <u>Submissions</u>	Unit Price	Total Price
Preparation and Submission of annual employees salary Statements (est. 900) to the Russian Tax Inspectorate (Form №2-NDFL). See Section C.12 for details.	900	_____	_____

I. Subtotal for Line Item #009 for Base Year (900 x Unit Price): _____

Line Item 010:	Number of <u>Submissions</u>	Unit Price	Total Price
Preparation and Submission of One (1) annual Report on Average Number of Employees to the Russian Tax Inspectorate. See Section C.13 for details	1	_____	_____

J. Subtotal for Line Item #010 for Base Year (Unit Price x 1): _____

Line Item 011:			
Preparation and Submission of <u>Report in Confirmation of the main type of</u> <u>Activity to the Social Insurance Fund</u> . See Section C.14 for details.	1	_____	_____

K. Subtotal for Line Item #011 for Base Year (Unit Price x 1): _____

TOTAL PRICE FOR BASE YEAR (sum of A+B+C+D+E+F+G+H+I+J+K): _____

**B.3.2. OPTION YEAR ONE OF CONTRACT COMMENCING THE NEXT DAY
UPON EXPIRATION OF BASE YEAR AND CONTINUING FOR A PERIOD OF 12
MONTHS**

Line Item 001:	Estimated Number of <u>employees</u>	Price per Person	Total Annual Estimated Price for all <u>Employees</u>
Preparation of all documentation necessary to register new Russian employees of the U.S. Embassy Moscow and three constituent posts located in St. Petersburg, Vladivostok and Yekaterinburg with the Pension Fund (See Section C.4 for details).	36	_____	_____

A. Total Price for Line Item #001 for Option Year One (Price per person x 36): _____

Line Item 002:

	<u>Estimated Number of employees</u>	<u>Price per Person per Month</u>	<u>Total Estimated Price per Month for all Employees</u>
Calculate monthly contributions to three Social Security Funds (Medical Insurance Fund, Social Insurance Fund and Pension Fund) and Trauma contributions to be paid by the U.S. Government as an Employer (See Section C.5 for details).	900	_____	_____

B. Total Price for Line Item #002 for Option Year One (Total Estimated Price per Month x 12): _____

Line Item 003:

	<u>Estimated Number of employees</u>	<u>Price per Person per Month</u>	<u>Total Estimated Price per Month for all Employees</u>
Calculate monthly income taxes for all Russian employees based on salary information and net amounts payable to each employee (See Section C.6 for details).	900	_____	_____

C. Total Price for Line Item # 003 for Option Year One (Total Estimated Price per Month x 12): _____

Line Item 004 :

	<u>Estimated Number of Consultations</u>	<u>Price for One 60- minute Consultation</u>	<u>Total Estimated Price</u>
Consultation services for Embassy Personnel with duration 60 minutes each Consultation (See Section C.7 for details).	24	_____	_____

D. Subtotal for Line Item #004 for Option Year One (Consultation Price x 24): _____

Line Item 005:

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of seven (7) management/financial biweekly Reports for the internal use of the U.S. Embassy (see Section C.8 for details).	26	_____	_____

E. Total Price for Line Item #005 for Option Year One (Unit Price x 26): _____

Line Item 006:

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of one (1) management/financial Monthly Report for the internal use of the U.S. Embassy (see Section C.9 for details).	12	_____	_____

F. Total Price for Line Item #006 for Option Year One (Unit Price x 12): _____

Line Item 007

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of four (4) Quarterly Reports to the Social Insurance Fund and Pension Fund (see Section C.10 for details).	4	_____	_____

G. Subtotal for Line Item #007 for Option Year One (Unit Price x 4): _____

Line Item 008

Preparation and submission of one (1) management/financial Annual Report for the internal use of the U.S. Embassy (see Section C.11 for details).	1	_____	_____
--	---	-------	-------

H. Subtotal for Line Item #008 for Option Year One (Unit Price x 1): _____

Line Item 009:	Estimated Number of <u>Submissions</u>	Unit Price	Total Price
Preparation and Submission of annual employees salary Statements (est. 900) to the Russian Tax Inspectorate (Form №2-NDFL). See Section C.12 for details.	900	_____	_____

I. Subtotal for Line Item #009 for Option Year One (900 x Unit Price): _____

Line Item 010:	Number of <u>Submissions</u>	Unit Price	Total Price
Preparation and Submission of One (1) annual Report on Average Number of Employees to the Russian Tax Inspectorate. See Section C.13 for details	1	_____	_____

J. Subtotal for Line Item #010 for Option Year One (Unit Price x 1): _____

Line Item 011:			
Preparation and Submission of <u>Report in Confirmation of the main type of Activity to the Social Insurance Fund</u> . See Section C.14 for details.	1	_____	_____

K. Subtotal for Line Item #011 for Option Year One (Unit Price x 1): _____

**TOTAL PRICE FOR OPTION YEAR ONE
(sum of A+B+C+D+E+F+G+H+I+J+K):** _____

**B.3.3. OPTION YEAR TWO OF CONTRACT COMMENCING THE NEXT DAY
UPON EXPIRATION OF OPTION YEAR ONE AND CONTINUING FOR A PERIOD
OF 12 MONTHS**

Line Item 001:	Estimated Number of <u>employees</u>	Price per Person	Total Annual Estimated Price for all <u>Employees</u>
Preparation of all documentation necessary to register new Russian employees of the U.S. Embassy Moscow and three constituent posts located in St. Petersburg, Vladivostok and Yekaterinburg with the Pension Fund (See Section C.4 for details).	36	_____	_____

A. Total Price for Line Item #001 for Option Year Two (Price per person x 36): _____

Line Item 002:

	<u>Estimated Number of employees</u>	<u>Price per Person per Month</u>	<u>Total Estimated Price per Month for all Employees</u>
Calculate monthly contributions to three Social Security Funds (Medical Insurance Fund, Social Insurance Fund and Pension Fund) and Trauma contributions to be paid by the U.S. Government as an Employer (See Section C.5 for details).	900	_____	_____

B. Total Price for Line Item #002 for Option Year Two (Total Estimated Price per Month x 12): _____

Line Item 003:

	<u>Estimated Number of employees</u>	<u>Price per Person per Month</u>	<u>Total Estimated Price per Month for all Employees</u>
Calculate monthly income taxes for all Russian employees based on salary information and net amounts payable to each employee (See Section C.6 for details).	900	_____	_____

C. Total Price for Line Item # 003 for Option Year Two (Total Estimated Price per Month x 12): _____

Line Item 004 :

	<u>Estimated Number of Consultations</u>	<u>Price for One 60- minute Consultation</u>	<u>Total Estimated Price</u>
Consultation services for Embassy Personnel with duration 60 minutes each Consultation (See Section C.7 for details).	24	_____	_____

D. Subtotal for Line Item #004 for Option Year Two (Consultation Price x 24): _____

Line Item 005:

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of seven (7) management/financial biweekly Reports for the internal use of the U.S. Embassy (see Section C.8 for details).	26	_____	_____

E. Total Price for Line Item #005 for Option Year Two (Unit Price x 26): _____

Line Item 006:

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of one (1) management/financial Monthly Report for the internal use of the U.S. Embassy (see Section C.9 for details).	12	_____	_____

F. Total Price for Line Item #006 for Option Year Two (Unit Price x 12): _____

Line Item 007

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of four (4) Quarterly Reports to the Social Insurance Fund and Pension Fund (see Section C.10 for details).	4	_____	_____

G. Subtotal for Line Item #007 for Option Year Two (Unit Price x 4): _____

Line Item 008

Preparation and submission of one (1) management/financial Annual Report for the internal use of the U.S. Embassy (see Section C.11 for details).	1	_____	_____
--	---	-------	-------

H. Subtotal for Line Item #008 for Option Year Two (Unit Price x 1): _____

Line Item 009:	Estimated Number of <u>Submissions</u>	Unit Price	Total Price
Preparation and Submission of annual employees salary Statements (est. 900) to the Russian Tax Inspectorate (Form №2-NDFL). See Section C.12 for details.	900	_____	_____

I. Subtotal for Line Item #009 for Option Year Two (900 x Unit Price): _____

Line Item 010:	Number of <u>Submissions</u>	Unit Price	Total Price
Preparation and Submission of One (1) annual Report on Average Number of Employees to the Russian Tax Inspectorate. See Section C.13 for details	1	_____	_____

J. Subtotal for Line Item #010 for Option Year Two (Unit Price x 1): _____

Line Item 011:			
Preparation and Submission of <u>Report in Confirmation of the main type of</u> <u>Activity to the Social Insurance Fund</u> . See Section C.14 for details.	1	_____	_____

K. Subtotal for Line Item #011 for Option Year Two (Unit Price x 1): _____

**TOTAL PRICE FOR OPTION YEAR TWO
(sum of A+B+C+D+E+F+G+H+I+J+K):** _____

**B.3.4. OPTION YEAR THREE OF CONTRACT COMMENCING THE NEXT DAY
UPON EXPIRATION OF OPTION YEAR TWO AND CONTINUING FOR A
PERIOD OF 12 MONTHS**

Line Item 001:	Estimated Number of <u>employees</u>	Price per Person	Total Annual Estimated Price for all <u>Employees</u>
Preparation of all documentation necessary to register new Russian employees of the U.S. Embassy Moscow and three constituent posts located in St. Petersburg, Vladivostok and Yekaterinburg with the Pension Fund (See Section C.4 for details).	36	_____	_____

A. Total Price for Line Item #001 for Option Year Three (Price per person x 36): _____

Line Item 002:

	<u>Estimated Number of employees</u>	<u>Price per Person per Month</u>	<u>Total Estimated Price per Month for all Employees</u>
Calculate monthly contributions to three Social Security Funds (Medical Insurance Fund, Social Insurance Fund and Pension Fund) and Trauma contributions to be paid by the U.S. Government as an Employer (See Section C.5 for details).	900	_____	_____

B. Total Price for Line Item #002 for Option Year Three (Total Estimated Price per Month x 12):

Line Item 003:

	<u>Estimated Number of employees</u>	<u>Price per Person per Month</u>	<u>Total Estimated Price per Month for all Employees</u>
Calculate monthly income taxes for all Russian employees based on salary information and net amounts payable to each employee (See Section C.6 for details).	900	_____	_____

C. Total Price for Line Item # 003 for Option Year Three (Total Estimated Price per Month x 12):

Line Item 004 :

	<u>Estimated Number of Consultations</u>	<u>Price for One 60- minute Consultation</u>	<u>Total Estimated Price</u>
Consultation services for Embassy Personnel with duration 60 minutes each Consultation (See Section C.7 for details).	24	_____	_____

D. Subtotal for Line Item #004 for Option Year Three (Consultation Price x 24): _____

Line Item 005:

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of seven (7) management/financial biweekly Reports for the internal use of the U.S. Embassy (see Section C.8 for details).	26	_____	_____

E. Total Price for Line Item #005 for Option Year Three (Unit Price x 26): _____

Line Item 006:

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of one (1) management/financial Monthly Report for the internal use of the U.S. Embassy (see Section C.9 for details).	12	_____	_____

F. Total Price for Line Item #006 for Option Year Three (Unit Price x 12): _____

Line Item 007

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of four (4) Quarterly Reports to the Social Insurance Fund and Pension Fund (see Section C.10 for details).	4	_____	_____

G. Subtotal for Line Item #007 for Option Year Three (Unit Price x 4): _____

Line Item 008

Preparation and submission of one (1) management/financial Annual Report for the internal use of the U.S. Embassy (see Section C.11 for details).	1	_____	_____
--	---	-------	-------

H. Subtotal for Line Item #008 for Option Year Three (Unit Price x 1): _____

Line Item 009:	Estimated Number of <u>Submissions</u>	Unit Price	Total Price
Preparation and Submission of annual employees salary Statements (est. 900) to the Russian Tax Inspectorate (Form №2-NDFL). See Section C.12 for details.	900	_____	_____

I. Subtotal for Line Item #009 for Option Year Three (900 x Unit Price): _____

Line Item 010:	Number of <u>Submissions</u>	Unit Price	Total Price
Preparation and Submission of One (1) annual Report on Average Number of Employees to the Russian Tax Inspectorate. See Section C.13 for details	1	_____	_____

J. Subtotal for Line Item #010 for Option Year Three (Unit Price x 1): _____

Line Item 011:			
Preparation and Submission of <u>Report in Confirmation of the main type of Activity to the Social Insurance Fund</u> . See Section C.14 for details.	1	_____	_____

K. Subtotal for Line Item #011 for Option Year Three (Unit Price x 1): _____

**TOTAL PRICE FOR OPTION YEAR THREE
(sum of A+B+C+D+E+F+G+H+I+J+K):** _____

**B.3.5. OPTION YEAR FOUR OF CONTRACT COMMENCING THE NEXT DAY
UPON EXPIRATION OF OPTION YEAR THREE AND CONTINUING FOR A
PERIOD OF 12 MONTHS**

Line Item 001:	Estimated Number of <u>employees</u>	Price per Person	Total Annual Estimated Price for all <u>Employees</u>
Preparation of all documentation necessary to register new Russian employees of the U.S. Embassy Moscow and three constituent posts located in St. Petersburg, Vladivostok and Yekaterinburg with the Pension Fund (See Section C.4 for details).	36	_____	_____

A. Total Price for Line Item #001 for Option Year Four (Price per person x 36): _____

Line Item 002:

	<u>Estimated Number of employees</u>	<u>Price per Person per Month</u>	<u>Total Estimated Price per Month for all Employees</u>
Calculate monthly contributions to three Social Security Funds (Medical Insurance Fund, Social Insurance Fund and Pension Fund) and Trauma contributions to be paid by the U.S. Government as an Employer (See Section C.5 for details).	900	_____	_____

B. Total Price for Line Item #002 for Option Year Four (Total Estimated Price per Month x 12):

Line Item 003:

	<u>Estimated Number of employees</u>	<u>Price per Person per Month</u>	<u>Total Estimated Price per Month for all Employees</u>
Calculate monthly income taxes for all Russian employees based on salary information and net amounts payable to each employee (See Section C.6 for details).	900	_____	_____

C. Total Price for Line Item # 003 for Option Year Four (Total Estimated Price per Month x 12):

Line Item 004 :

	<u>Estimated Number of Consultations</u>	<u>Price for One 60- minute Consultation</u>	<u>Total Estimated Price</u>
Consultation services for Embassy Personnel with duration 60 minutes each Consultation (See Section C.7 for details).	24	_____	_____

D. Subtotal for Line Item #004 for Option Year Four (Consultation Price x 24): _____

Line Item 005:

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of seven (7) management/financial biweekly Reports for the internal use of the U.S. Embassy (see Section C.8 for details).	26	_____	_____

E. Total Price for Line Item #005 for Option Year Four (Unit Price x 26): _____

Line Item 006:

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of one (1) management/financial Monthly Report for the internal use of the U.S. Embassy (see Section C.9 for details).	12	_____	_____

F. Total Price for Line Item #006 for Option Year Four (Unit Price x 12): _____

Line Item 007

	<u>Number of Submissions</u>	<u>Unit Price</u>	<u>Total Price</u>
Preparation and submission of four (4) Quarterly Reports to the Social Insurance Fund and Pension Fund (see Section C.10 for details).	4	_____	_____

G. Subtotal for Line Item #007 for Option Year Four (Unit Price x 4): _____

Line Item 008

Preparation and submission of one (1) management/financial Annual Report for the internal use of the U.S. Embassy (see Section C.11 for details).	1	_____	_____
--	---	-------	-------

H. Subtotal for Line Item #008 for Option Year Four (Unit Price x 1): _____

Line Item 009:	Estimated Number of <u>Submissions</u>	Unit Price	Total Price
Preparation and Submission of annual employees salary Statements (est. 900) to the Russian Tax Inspectorate (Form №2-NDFL). See Section C.12 for details.	900	_____	_____

I. Subtotal for Line Item #009 for Option Year Four (900 x Unit Price): _____

Line Item 010:	Number of <u>Submissions</u>	Unit Price	Total Price
Preparation and Submission of One (1) annual Report on Average Number of Employees to the Russian Tax Inspectorate. See Section C.13 for details	1	_____	_____

J. Subtotal for Line Item #010 for Option Year Four (Unit Price x 1): _____

Line Item 011:			
Preparation and Submission of <u>Report in Confirmation of the main type of Activity to the Social Insurance Fund</u> . See Section C.14 for details.	1	_____	_____

K. Subtotal for Line Item #011 for Option Year Four (Unit Price x 1): _____

**TOTAL PRICE FOR OPTION YEAR FOUR
(sum of A+B+C+D+E+F+G+H+I+J+K):** _____

GRAND TOTAL PRICE FOR BASE YEAR AND FOUR OPTION YEARS: _____

B.3.6 Economic Price Adjustment-Advisory and Assistance Services

B.3.6(1) DOSAR 652.216-71 PRICE ADJUSTMENT (AUG 1999)

(a) The contract price may be increased or decreased in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by the Government of the Russian Federation. Direct service labor costs include only the cost of wages and direct benefits (such as social security, health insurance, unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the categories listed in Section H of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to labor costs of personnel not performing direct service labor under the categories of Section H, nor

for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever.

(b) For the contracting officer to consider any request for adjustment, the contractor shall demonstrate in writing:

(1) That the change in the law occurred during the term of this contract and subsequent to the award date of the contract; and,

(2) That the change in the law could not have been reasonably anticipated prior to contract award; and,

(3) How the change in the law directly affects the contractor's costs under this contract.

(c) The contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public. This data shall include, but not be limited to, the following:

(1) The calculation of the amount of adjustment requested; and,

(2) Documentation which identifies and provides the appropriate portions of the text of the particular law from which the request is derived.

(d) In order to establish the change between the requested adjusted rate and the original rate, the contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees. For contracts paid in U.S. dollars, the contractor's request for price adjustment shall present data reflecting:

(1) The exchange rate in effect on the date of the contractor's proposal that was accepted for the basic contract; and,

(2) The current exchange rate and its effect on payment of workers in local currency.

The allowable adjustment shall be limited to the extent to which increases in direct service labor costs due to host country law changes are not offset by exchange rate gains.

(e) Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the contractor elects to increase payments to employees who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.

(f) Any request for adjustment shall be presented by signature of an officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

(g) No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.

(h) No request by the contractor for an adjustment under this clause shall be allowed if asserted after final payment has been made under this contract.

(i) This clause shall only apply to laws enacted by the Russian Federation's Government meeting the criterion set forth above in paragraph (b). No adjustments shall be made due to currency fluctuations in exchange rates.

SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 General. The Embassy of the United States of America in Moscow requires advisory and assistance services for Foreign Service Nationals (FSN), who work at the U.S. Embassy Moscow and three constituent posts in St. Petersburg, Vladivostok and Yekaterinburg and who are citizens of the Russian Federation; or who are citizens of other countries who must pay Russian income taxes and contributions to the Social Funds, as further described below. The Russian Federation's legislation prescribes that the Employer is responsible for registration of all employees with three Social Security Funds: the Medical Insurance Fund, the Social Insurance Fund and the Pension Fund. Also the law requires that the Employer is responsible for withholding of local income tax from employee's salary and transferring appropriate amounts to Russian Tax Authorities. The U.S. Government has determined that the U.S. Embassy in Moscow should comply with the Russian law and implement local requirements. For this purpose the U.S. Embassy in Moscow needs a contractor capable to perform services, described herein.

C.2 Several FSNs are not citizens of the Russian Federation. In such a situation Russian law prescribes that the employer must make contributions to the Medical Insurance and Social Insurance Funds on behalf of these employees. Employees who are not Russian citizens are responsible for paying income taxes to the Russian government. The Embassy will provide a list of such employees to the Contractor before the contract comes into effect.

C.3 DEFINITIONS (as used in this contract).

Contributions: Payment (as a levy or tax) imposed by the Russian government for special purposes.

COR: Contracting Officer's Representative.

Employee: An individual employed by the U.S. Government, under a direct-hire appointment, personal services contract, or personal services agreement.

Employer: The United States Government.

FMO: The Financial Management Office or the paying office for all U.S. Government Agencies except AID.

GFSC Charleston: The Global Financial Service Center in Charleston, SC provides U.S. missions with a comprehensive set of payroll data processing instructions and prescribes forms or formats for payroll data reporting telegraphically or by mail.

Foreign Service National Employee (FSN): a non-U.S. citizen directly hired by the U.S. Mission, including third-country nationals (TCNs) but excludes official residence staff as well as consular agents.

Foreign Service National Payroll System-Payroll systems operated by the GFSC to pay Foreign Service National employees, personal services contractors, and American citizens.

Foreign Service National Salary: Beginning 2007 the salary of all FSNs working with the U.S. Embassy and the Consulates is nominated in local currency.

Local Currency: National currency of the Russian Federation – ruble.

Miscellaneous & Incidental Expenses (M&IE): Expenses incurred by U.S. Government employees during official travel. Normally miscellaneous expenses include three meals a day: breakfast, lunch and dinner and related tips and taxes (excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for personal items). Incidental expenses covered by per diem are laundry, dry-cleaning, and pressing; fans, air conditioning, heating,

radio, or television in rooms; and transportation between place of lodging or business and places where meals are taken, and are given to official travelers in U.S. Dollars.

Pay day: A regular day on which wages are paid. In the U.S. Embassy Moscow and three constituent posts it is currently every other Friday.

Pay period: time period which covers two administrative workweeks for all employees except those hired on an other-than-annual basis, for which a pay period is in accordance with the terms of the appointment.

Payroll: Employer's list of those employees entitled to pay and the amounts due to each.

Project Manager: Contractor's employee assigned for the purpose to supervise the work on the work site with authority to act for the contractor.

Social Security Funds: Medical Insurance Fund, Social Insurance Fund and Pension Fund.

Social Security Funds contributions: federal taxes for accumulating funds for further realization of civil rights of Russian citizens for social security, medical security and state pensions. These taxes are accumulated in the state off-budget funds: the Medical Insurance Fund, the Social Insurance Fund and the Pension Fund. Tax collection is regulated by the Tax Code of the Russian Federation (ch.24, p. II).

The overall control over Tax collection is vested on the Russian Tax Inspectorate.

C.4 Registration of new FSNs with the Pension Fund. Currently, all FSNs in U.S. Embassy Moscow and three constituent posts in St. Petersburg, Vladivostok and Yekaterinburg are registered with the Pension Fund. However, when a new FSN is hired by the Embassy or the Consulate, he or she must be registered with this Fund within 14 days after commencing employment, if not already registered.

C.4.1. The Embassy shall provide the Contractor with the employee's personal data, which the Russian Government requires for registration. This information shall include: employee's first, last and patronymic name, date and place of birth, his/her labor history and ID number, if applicable. Upon completion of the registration, the Contractor shall provide the Embassy with the certificate of enrollment from the Pension Fund. The Contractor shall be compensated for these services in accordance with Line Item 001, Section B of this contract.

C.5 Calculation of monthly Social Security Funds contributions and Trauma contributions to be paid by the U.S. Government as an employer.

To complete this task the Contractor shall:

- C.5.1. Create the FSN payroll database reflecting all personal information including employees' names, their current job status, transfers, resignations, and current salaries;
- C.5.2. Enter personal income data into the database on a biweekly basis (pay period);
- C.5.3. Convert all employees' M&IE incurred during official trips (within Russia and abroad) in a local currency. The currency exchange rate in effect shall be the rate set by the State Department for the previous pay period payroll calculations.
- C.5.4. Group payable contributions by agencies and consulates;
- C.5.5. Calculate tax base for each contribution to be paid to the Tax Inspectorate and the Social Security Funds for each pay period based on the comprehensive report;
- C.5.6. Make all necessary calculations of Social Security Funds contributions as prescribed by the Russian Tax Regulation;
- C.5.7. Make all necessary calculations of Trauma contributions as prescribed by Russian Tax regulations;
- C.5.8. Transfer biweekly figures into monthly figures as required by Russian law;

C.5.9. Carefully check all data to avoid mistakes.

This task shall be completed by every other Friday on the pay day of the current pay period.

The Embassy shall:

C.5.10. Provide a file in text format with the Comprehensive Payroll Report issued by GFSC Charleston;

C.5.11. Provide a spreadsheet in MS Excel format with Miscellaneous & Incidental Expenses (M&IE) incurred by FSNs during business trips outside and inside the Russian Federation;

C.5.12. Provide originals of physician's certificates;

C.5.13. Provide copies of documents with tax exemptions which are subject to tax withdrawals/additions.

The information specified in C.5.10 shall be provided no later than Tuesday preceding the pay day. The information specified in C.5.11-13 shall be provided to the Contractor when it becomes known by the Embassy. The Contractor shall be compensated for these services in accordance with the Line Item 002, Section B of this contract.

C.6 Calculation of income tax withholding

To complete this task the Contractor shall:

C.6.1. Enter personal income data into the database on a biweekly basis (pay period);

C.6.2. Match this data with employees current status;

C.6.3. Convert all employees' M&IE incurred during official trips (within Russia and abroad) into local currency. The currency exchange rate in effect shall be the rate set by the State Department for the previous pay period payroll calculations. C.6.4. Group payable contributions by agencies and consulates;

C.6.5. Calculate the exact amount that must be withheld from each employee's salary on a biweekly basis (pay period) based on the current tax scale;

C.6.6. Calculate the exact net amount to be paid by each FSN on a biweekly basis.

C.6.7. Transfer biweekly figures into monthly figures as required by Russian law;

C.6.8. Carefully check all data to avoid mistakes.

This task shall be completed no later than Tuesday following the pay day for the previous pay period.

The Embassy shall:

C.6.9. Provide a file in text format with the Comprehensive Payroll Report issued by GFSC Charleston;

C.6.10. Provide a spreadsheet in MS Excel format with all relevant changes in employees status

C.6.11. Provide a spreadsheet in MS Excel format with Miscellaneous & Incidental Expenses (M&IE) incurred by FSNs during business trips outside and inside the Russian Federation;

C.6.12. Provide originals of physician's certificates;

C.6.13. Provide copies of documents with tax exemptions which are subject to tax withdrawals/additions.

The information specified in C.6.9 shall be provided no later than Tuesday preceding the pay-day. The information specified in C.6.10-13 shall be provided to the Contractor when it becomes known by the Embassy. The Contractor shall be compensated for these services in accordance with the Line Item 003, Section B of this contract. Information calculated under paragraph C.6 shall be generated as Exhibit A, Section J, see C.8.1 below.

C.7 Consultations. The Embassy may require additional information which may include, but is not limited to: Russian Social and Tax regulation, clarification of certain issues, changes in Russian Legislation which affect Embassy's social fund contributions and income tax withholding; training of Financial Management Office employees; personal questions of the FSNs about tax withholding and tax exemption, etc. Such consultations shall be held on U.S. Embassy facilities and shall last no more than 60 minutes each. The following Embassy officials shall be authorized to set up the dates and time of consultations: Senior Human Resources Officer, Human Resources Officer, Senior Financial Management Officer, and Financial Management Officer. The Contractor shall be compensated for these services in accordance with the Line Item 004, Section B of this contract.

C.8 Preparation and Submission of 7 (seven) Management/financial BIWEEKLY Reports for the internal use by the U.S. Embassy

Every Monday following each pay period, the Contractor shall submit to the Financial Management Office of the Embassy four (4) reports for exclusive use by the Embassy. These reports shall be generated by the Contractor as a result of work specified in Sections C.5 and C.6 as explained above. The reports shall be submitted as hard copies as well as electronically.

The reports shall include:

C.8.1. Consolidated Income Tax Report for Current Pay Period. The form of this report is shown in Exhibit A, Section J.

C.8.2. Final Earnings Statements for employees who performed business trips outside their posts.

The form of this report is shown in Exhibit B, Section J.

C.8.3. Statutory Sick Leave Pay Calculation for the current pay period.

The form of this report is shown in Exhibit C, Section J.

C.8.4. Taxable Per Diem Calculation for the current pay period.

The form of this report is shown in Exhibit D (pages 1 and 2), Section J.

C.8.5. Employer Contributions Reconciliation Report. The form of this report is shown in Exhibit E (page 1 and 2), Section J.

C.8.6. Consolidated Tax Reconciliation Report. The form of this report is shown in Exhibit F, Section J.

C.8.7. Bank Payment Orders for taxes/social fund contributions transfers. The form of this report is shown in Exhibit H (pages 1-6), Section J.

The Contractor shall be compensated for these services in accordance with the Line Item 005, Section B of this contract.

C.9 Preparation and Submission of one (1) Management/financial MONTHLY Report for the internal use by the U.S. Embassy

Within five working days after the end of each month, the Contractor shall submit to the Financial Management Office of the Embassy one (1) report for exclusive use by the Embassy. This report shall be generated by the Contractor as a result of work specified in Sections C.5 and C.6 as explained above. The report shall be submitted as a hard copy and signed by the Project Manager. The report shall include:

C.9.1. Consolidated Payroll Report. The form of this report is shown in Exhibit G, Section J. The Contractor shall be compensated for these services in accordance with the Line Item 006, Section B of this contract.

C.10 Preparation and submission of four (4) Quarterly Reports to Social Security Funds

The Russian legislation states that quarterly reports on contributions to the Medical Insurance Fund, the Social Insurance Fund and the Pension Fund have to be submitted by the 15th day of the month following the reporting quarter. The Contractor shall generate these reports in Russian and ensure delivery to appropriate Funds in a timely manner.

The reports shall be signed by the Project Manager no later than one week prior to the submission day. The reports shall be submitted to the Embassy Financial Management Officer for review, approval, signature and stamp. The forms of these reports are shown in Exhibits I, J, K, and L, Section J. The Contractor shall be compensated for these services in accordance with the Line Item 007, Section B of this contract.

C.10.1. Quarterly Report to the Social Insurance Fund (Форма-4 ФСС РФ). This report shall be generated in Russian and submitted to the Social Insurance Fund no later than the 15th of the month following the reporting quarter. The form of this report is shown in Exhibit I, Section J.

C.10.2 Quarterly Report to the Pension Fund on all contributions to the Social Security Funds (Форма РСВ-1 ПФР). This report shall be generated in Russian and submitted to the Pension Fund no later than the 15th of the second month following the reporting quarter. The form of this report is shown in Exhibit J, Section J.

C.10.3 Quarterly Report on Individual Employee's Contributions to the Pension Fund (Формы АДВ-6-2, СЗВ-6-1, СЗВ-6-2). The forms shall be generated in Russian and submitted to the Pension Fund no later than the 15th of the second month following the reporting quarter. The form of this report is shown in Exhibit K (pages 1-3), Section J.

C.10.4 Quarterly Report on Individual Employee's Taxable Base to the Pension Fund (Формы АДВ-6-4, СЗВ-6-3). The forms shall be generated in Russian and submitted to the Pension Fund no later than the 15th of the second month following the reporting quarter. The form of this report is shown in Exhibit L (pages 1-2), Section J.

C.11 Preparation and submission of the Annual Report for internal use by the U.S. Embassy

Within five working days after the end of each calendar year of the contract, the Contractor shall submit to the Financial Management Office of the Embassy One (1) Consolidated Payroll Tax Exemptions Report. The form of this report is shown in Exhibit M, Section J. The Contractor shall be compensated for these services in accordance with Line Item 008, Section B of this contract.

C.12 Preparation and Submission of the Annual employees income statements for filing in the state-stipulated electronic file format and the required printed accompanying documents to the Russian Tax Inspectorate (Register and Форма 2-НДФЛ). These documents shall be submitted to the Financial Management Officer for review, approval, signature, and stamp. After the documents have been approved, they shall be delivered by the Contractor to the Russian Tax Inspectorate (electronic version only) no later than the 31st of March following the reporting year. Additionally, the Contractor shall print hard copies of form 2-NDFL upon request by the Financial Management Office. The form of the register is shown in Exhibit N, Section J. The form of 2-NDFL is shown in Exhibit O, Section J. The Contractor shall be compensated for these services in accordance with Line Item 009, Section B of this contract.

C.13 Preparation and Submission of annual Report on Average Number of Employees to the Russian Tax Inspectorate

This document (форма КНД 1110018) shall be submitted to the Financial Management Officer for review, approval, signature, and stamp. After the document has been approved, signed and stamped, it shall be delivered by the Contractor to the Tax Inspectorate Office no later than the 20th of January following the reporting year. The form of this report is shown in Exhibit P, Section J. The Contractor shall be compensated for these services in accordance with Line Item 010, Section B of this contract.

C.14 Preparation and Submission of Report in Confirmation of the main type of Activity to the Social Insurance Fund. This report shall be generated in Russian and submitted to the Social Insurance Fund no later than the 15th of April following the reporting year. The form of this report is shown in Exhibit Q, Section J.

The Contractor shall be compensated for these services in accordance with Line Item 011, Section B of this contract.

C.15 The Contractor shall keep updated all information issued by the Russian Government as related to the services required under this contract. Should the Russian regulation regarding taxes or contributions change, the Contractor shall inform the Embassy about such a change within 10 days and shall adjust withholding amounts as required by the relative new Russian law.

C.16. Eligibility

C.16.1. FSNs employed by the U.S. Government agencies affiliated with the U.S. Embassy Moscow and three consulates in Russia.

The employees eligible for the services, as required by this contract, include the following:

C.16.1.1. All current active employees of the United States Government, employed within the geographic boundaries of the Russian Federation paid under the Local Compensation Plan, and certified by the Contracting Officer. Covered employees include:

C.16.1.2. Foreign Service Nationals (FSNs) employed under direct hire appointments, Personal Services Agreements (PSAs) and Personal Services Contracts (PSCs);

C.16.1.3. Third country nationals (TCNs) employed as direct hires; PSAs, and PSCs.

C.16.2. Location of Employment

The individuals covered by C.16.1 must be employed within the geographic boundaries of the Russian Federation by:

Center for Disease Control (CDC)
Department of Commerce (DOC);
Department of Defense (DOD);
Department of Energy (DOE);
Department of Homeland Security (DHS);
Department of Justice (DOJ);
Department of State (DOS);
Drug Enforcement Administration (DEA);
Federal Aviation Administration (FAA);
Foreign Agricultural Service (FAS);
International Broadcasting Bureau (Voice of America);
National Aeronautics and Space Administration (NASA).

C.16.3. Term of Eligibility. Each current active employee is eligible for services under this contract upon the award and thereafter during the performance period of this contract. Each new employee will be eligible upon entering employment with the United States Government. An employee is considered active ("on the payroll") whenever such employee is on annual or sick leave, with or without pay.

C.16.4. If Embassy employees have tax privileges as recognized by Russian law, the Contractor shall update employee's personal information and correct amounts that should be withheld from his/her salary.

C.17. The Contractor may also be requested to prepare FSN's annual income statements upon FSN's individual requests.

**SECTION D
PACKAGING AND MARKING**

This Section is not applicable in this contract

**SECTION E
INSPECTION AND ACCEPTANCE**

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clause by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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

E.2. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all the insurance services set forth in the performance work statement (PWS)	C.1.0 thru C.3.0	All required services are performed and no more than one (1) customer complaint is received per month

E.2.1 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996) or the appropriate Inspection of Services clause), if any of the services exceed the standard.

E.2.3 Procedures

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complaint.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15 Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

F.2 Period of Performance. The performance period of this contract is one year with four one-year options to renew.

F.3 Options

(a) The Government may extend this contract in accordance with the option clause at Subsection I.1.2, FAR Clauses Incorporated by Full Text (FAR 52.217-9, Option to Extend the Term of the Contract), which also specifies the total potential duration of the contract. The Government may exercise the option set forth at Section I, "FAR 52.217-8, Option to Extend Services".

F.4 Reports and Other Deliverables

All reports and other deliverables required under this contract shall be delivered to the following addresses:

F.4.1. Reports intended for the Embassy's internal use (line items ##5,6,8 and copies of all other reports shall be delivered to:

Financial Management Office (FMO), attention: Financial Assistant (Payroll specialist)
Bolshoi Deviatinsky Pereulok 8, Moscow 121099 Russia. Tel. 728-5000, ext. 5868.

F.4.2. Reports intended for submission to Social Security funds (line items ## 7, 11) shall be delivered to:

- 1) Social Security Fund: Branch #30, address: 5th Monetchikovsky per., 11, bldg 7, Moscow 115054;
- 2) Pension Fund: Branch #10, 28/1 Krasnoprudnaya ul., bldg 2, Moscow 107140.

F.4.3. Reports intended for submission to the Tax Inspectorate (line items ##9, 10) shall be delivered to:

Inter district regional Tax Inspectorate #47, 3 Pokhodny pr., bldg 1, Moscow 125373.

SECTION G CONTRACT ADMINISTRATION DATA

G.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one Government employee, by name or position title, to take action for the Contracting Officer under this contract. This designee shall be identified as a Contracting Officer's Representative (COR). Such designation shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Human Resources Specialist.

(c) Government Technical Monitor (GTM)

A Contracting Officer may appoint an individual(s) to assist the Contracting Officer's Representative (COR) in monitoring a contractor's performance. This individual is called a Government Technical Monitor (GTM). A GTM may be designated to provide technical monitoring, advice, and assistance, to aid the COR in the monitoring and evaluation of a contractor's performance. Reasons for designating a GTM are:

- Physical proximity to the contractor's work site,
- Special skills,
- Knowledge necessary for the Government's monitoring of the contractor's work, or
- To represent the interests of another requiring office or post concerned with the contractor's work.

The GTM for this contract is the Senior Budget Analyst.

G.2 COR DUTIES

G.2.1 The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2.2 In addition, the COR shall maintain updated list of employees covered by this contract, which will supersede the initial list provided under this contract and as reported to the Contractor, without prejudice to the ineligibility clause.

G.2.3. The COR has the additional responsibility of maintaining the eligible listing of employees and dependents for insurance coverage.

G.2.4 The COR may not change the terms and conditions of the contract. While the COR is authorized to provide the Contractor with updated listings of eligible employees and dependents, only the Contracting Officer may modify existing task orders or issue new task

orders, reflecting these changes, since only the Contracting Officer can obligate funding and commit the Government.

G.3. Payment shall be made in U.S. Dollars to U.S. firms and in local currency for non U.S. firms.

G.4 Invoice requirements. All invoices shall be submitted to the COR on a monthly basis and shall be itemized to show date of issue, contract number, services rendered, the total number of eligible employees and dependents who received services in the said period of time, name of a person (if an invoice is for pre-employment examination or delivery services). Invoices and attachments shall be submitted to the following address:

AMERICAN EMBASSY MOSCOW, HUMAN RESOURCES OFFICE
BOLSHOI DEVYATINSKI PEREULOK 8, MOSCOW, 121099, RUSSIA

G.5. Payments shall be made to the Contractor's bank account by electronic funds transfer in accordance with FAR 52.232-25 Prompt Payment and FAR 52.232-34 Payment by Electronic Funds Transfer- Other than Central Contractor Registration (MAY 1999) within 30 days upon submission of a proper invoice.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 Work in U.S. Government Premises. The Embassy shall provide workspace for those Contractor's employees, who will be assigned to work in the U.S. Embassy to perform under this contract. Also the Embassy shall provide a standalone personal computer running Windows with Microsoft office. The Contractor shall provide and install at their expense the Pension Fund software and the Tax Inspection software. The Contractor shall also provide another MS Access query for importing employee earnings figures for printing individual employee contributions reports.

H.2 Working hours. All work should be performed during U.S. Embassy's normal work hours, which are from Monday to Friday, 9:00 till 18:00; different working hours may be approved by the Contracting Officer's Representative. DOSAR Clause 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004) is incorporated to this contract. See Section I.3

H.3 Security. The Contractor shall provide to the COR not later than the next day after the contract award, a list of all employees who will perform under this contract and who will need access to Embassy properties, and copies of documents as requested. The Contractor agrees not to substitute employees other than those listed. All employees must pass the Embassy's background check. A Notice to Proceed will be issued after the Contractor's personnel have been cleared.

The list must include:

- (a) Name;
- (b) Date of birth, place of birth;
- (c) Copies of Valid Passports, Labor books, Military books (where applicable),
- (d) Criminal records certificate (MVD spravka for Russian citizens or TCNs)
- (e) OF-174 and a supplement)

H.4 Standards of Conduct. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor's employee is to adhere to standards that reflect credit on themselves, their employer, and the United States Government.

H.5 Ordering Procedures. The Embassy will issue a task order as soon as possible after contract award to identify all employees to be covered by services described in this contract. The COR will make subsequent additions or deletions to this list in writing. All such revisions shall be consolidated and a new task order will be issued by the Contracting Officer. If any changes have been made to the listing, the Embassy anticipates issuance of a new task order on a quarterly basis. This new task order will include all changes made since the previous task order was issued and will include any increase or decrease in necessary funding. The changes to the list of eligible individuals will supersede the initial list provided under prior task orders without prejudice to the ineligibility clause. Task orders will indicate the effective date of employment, for purposes of calculating the deductions due.

H.6 Contractor Responsibility. The Contractor shall be responsible for all planning, estimating, programming, project management, scheduling, dispatching, supervision, and inspection of work. The Contractor shall maintain his own reference library of reference works and local laws and regulations, including current tariffs and registries.

H.7 Contractor's Liability. The Contractor shall assume full liability for any and all personal injuries to its own personnel, while on the Embassy premises.

H.8 Indemnification. The Contractor agrees to indemnify and save Embassy, its officers, agents, servants and employees harmless from and against any claim, loss, damages, injury and liability, however caused, resulting from or arising out of the Contractor's fault or negligence of the Embassy, its officers, agents, servants or employees, and shall not bar a claim for indemnification unless the act or omission of the Embassy, its officers, agents, servants or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

H.9 Each Party shall assume responsibility for correctness and completeness of all data supplied to the other Party for performance under this Contract. In the event any errors or mistakes discovered, each party shall take appropriate and prompt steps to correct the data. If such mistakes result in any costs, fees or penalties incurred by Russian authorities, the responsible Party shall pay these costs, fees or penalties.

H.10 Erroneous Payments. If the Embassy becomes eligible for a refund of payment because of erroneous overpayment or other cause, the Contractor shall refund the amounts or use them to offset future payments owed by the Embassy, whichever the Embassy prefers. The Contractor shall refund any refunds not complete or discovered after the completion date of this contract.

H.11 Permits. The Contractor shall obtain all permits, licenses, and appointments required for the implementation of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable Russian laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer upon request. A contract with the U.S. Government conveys no special privileges or immunities to the Contractor. The Contractor is an independent commercial concern and not a part of the U.S. mission. The Contractor's employees are not U.S. Government employees. Registration of this contract with the Russian government, if required by law, will be the sole responsibility of the Contractor, and any fees, taxes, or other duties shall be payable by the Contractor without recourse to the Government of the amounts thereof.

H.12 The Contractor assumes full responsibility for ensuring that the reports described in C.8 through C.14 of this Contract accurately reflect the requirements of the Russian regulations.

H.13 Privacy of Information. The Contractor shall treat the information provided by the Embassy concerning employee's personal data as highly sensitive and not divulge any employee information to unauthorized persons.

SECTION I CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1 DEFINITIONS (JAN 2012)

52.203-3 GRATUITIES (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)

52.204-9 PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUB CONTRACT AWARDS (JUL 2010)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)

52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6 TAXES - FOREIGN FIXED PRICE CONTRACTS (JUN 2003)
52.232-1 PAYMENTS (AUG 1984)
52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11 EXTRAS (APR 1984)
52.232-17 INTEREST (OCT 2010)
52.232-18 AVAILABILITY OF FUNDS (APR 1984)
52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 PROMPT PAYMENT (OCT 2008)
52.232.34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-1 CHANGES - ALTERNATE I (APR 1984)
52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.248-1 VALUE ENGINEERING (OCT 2010)
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)
52.249-8 DEFAULT - FIXED PRICE SUPPLY AND SERVICE (APR 1984)

I.2 FAR CLAUSES INCORPORATED IN FULL TEXT:

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 June 30, 2017.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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

Funds are not presently available for performance under this contract beyond 30 September of each Government Fiscal 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 30 September of each Government Fiscal 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.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(A) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor

agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(B) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(C) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(D) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES, 48 CFR CH. 6 included in full text:

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.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work should be performed during U.S. Embassy's normal work hours: from Monday to Friday, from 9:00 till 18:00 but different working hours may be approved by the Contracting Officer's Representative.

a) The U.S. Embassy in Moscow observes the following days as holidays in 2012:

New Year Day (American, Russian)	- January 2, 2012,
New Year Day (Russian)	- January 3, 2012,
Orthodox Christmas	- January 9, 2012
Martin Luther King Day (American)	- January 16, 2012,
Presidents Day (American)	- February 20, 2012,
Defender's day (Russian)	- February 23, 2012,
International Women's Day (Russian)	- March 8, 2012,
International Labor Day (Russian)	- May 1, 2012,
Victory Day (Russian)	- May 9, 2012,
Memorial Day (American)	- May 28, 2012,
Independence Day (Russian)	- June 11, 12, 2012,
Independence Day (American)	- July 4, 2012,
Labor Day (American)	- September 3, 2012,
Columbus Day (American)	- October 8, 2012,
Day of national Consent (Russian)	- November 5, 2012,
Veterans Day (American)	- November 12, 2012,
Thanksgiving Day (American)	- November 22, 2012,
Christmas Day (American)	- December 25, 2012.
New Year Day (Bridge Holiday)	- December 31, 2012

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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.

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.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with

any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

SECTION J
LIST OF ATTACHMENTS

- Exhibit A – Bi-Weekly Consolidated Income Tax Report for Current Pay Period
- Exhibit B – Bi-Weekly Final Earnings Statements for employees who performed business trips outside their posts
- Exhibit C – Bi-Weekly Statutory Sick Leave Pay Calculation for the current pay period.
- Exhibit D – Bi-Weekly Taxable Per Diem Calculation for the current pay period
- Exhibit E – Bi-Weekly Employer Contributions Reconciliation Report
- Exhibit F – Bi-Weekly United Social Fund Adjustment Report
- Exhibit G – Monthly Consolidated Payroll Report
- Exhibit H – Bi-Weekly Bank Payment Order for taxes/social contributions transfers
- Exhibit I - Annual employees' salary statements for the Russian Tax Inspection (Form №2-NDFL).
- Exhibit J - Employees' individual annual contributions to the Pension Fund
- Exhibit K - Quarterly Report to Social Insurance Fund
- Exhibit L - Quarterly Advance Report on Contribution to the Unified Social Tax
- Exhibit M – Declaration of Mandatory Payments to the Pension Fund
- Exhibit N – Tax Declaration of Unified Social Tax for Taxpayers
- Exhibit O - Quarterly Advance Report on Contribution to the Pension Fund
- Exhibit P - Consolidated Payroll Tax Exemptions Report.

**SECTION K
REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS**

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) if the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

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

(a) Definitions.

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

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

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

furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

Sole Proprietorship;

Partnership;

Corporate Entity (not tax exempt);

Corporate Entity (tax exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent;

Name _____

TIN _____

K.4 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.5 52.204-8 Annual Representations and Certifications. (Feb 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541214.

(2) The small business size standard is \$8.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

[] (i) Paragraph (d) applies.

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

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

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

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

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

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

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

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

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

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

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

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

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

(2) The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

- ___ (i) [52.219-22](#), Small Disadvantaged Business Status.
- ___ (A) Basic.
- ___ (B) Alternate I.
- ___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- ___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.
- ___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- ___ (vi) [52.227-6](#), Royalty Information.
- ___ (A) Basic.
- ___ (B) Alternate I.
- ___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(B) Have ___ 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 ___ are not ___ 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 ___, have not ___, 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 or has not, 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.

K.7 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:

Address:

Telephone Number:

K.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

K.9 652.228-70 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 the Russian Federation

X Workers' compensation laws exist that will cover local nationals and third country nationals.

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

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

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

K.10 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011)

(a) *Definition.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

(c) *Representation.* By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.11. 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)

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Submission of Offers. This solicitation is for the provision of advisory and assistance services described in Sections C and J and under the terms and conditions set forth herein.

L.2 Summary of Instructions. Each proposal must consist of the following separate volumes:

Volume Title No. of Copies

1 Executed Standard Form 33, Solicitation, Offer and Award, and completed Section K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS. -2

2 Price Proposal and complete Section B, Supplies or Services and Price/Costs - 2

L.3 Delivery of Proposals and Exceptions to Solicitation. The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, on Standard Form 33, Solicitation, Offer and Award. Any deviation, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.4 Contents of Proposals. The proposals shall contain documents filled out in strict conformance with the detailed instructions set forth as follows:

L.4.1. Volume 1 -- Standard Form 33: Complete Blocks 12 through 18, as appropriate and fill in all the blanks in Section K of this solicitation.

L.4.2. Volume 2 -- Price Proposal and fill in Section B.

(a) Price proposal for the base year;

(b) Price proposal for the option years; however, a price proposal for an option year with no proposal for the base year will not be considered, nor will a proposal for a base period which does not include a proposal for all optional periods for that same type of services.

L.4.3 Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of at least five clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work. The offeror/quoter shall provide the number of workers that may be assigned to work under this contract at the same time.

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73). The offeror/quoter shall submit copies of licenses/permits issued by local authorities.

L.4.4. Management Approach.

Understanding of the Requirement. The offeror must demonstrate that it understands the requirement set forth in Sections C through Section J of the solicitation. The offeror must demonstrate knowledge of and familiarity in providing the services required in the aforementioned sections of the solicitation.

Work Administration. The proposal must demonstrate how the offeror plans to perform the contract, especially as it relates to providing the tax withdrawal, calculating deductions for those Embassy employees who have tax privileges, consultations and clarifications of the local tax legislation. Provide accounting procedures, reporting formats and reports submission. Describe the system for calculation of tax deduction based on the payroll information provided by the Embassy

L.4.5. Experience and Past Performance.

List at least 5 contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (a) Customer's name, address, and the telephone numbers of previous contractors for whom similar insurance and services were provided;
- (b) Contract number and type of contract;
- (c) Date and place of performance of the contract and delivery dates and period of performance;
- (d) Scope of the contract, i.e. types of services provided, as well as total dollar amount;
- (e) Brief description of the performance requirements;
- (f) Comparability to the work required under this solicitation;
- (g) Brief discussion of any major technical problems and their resolutions.

L.5 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 this address:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

- 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)
- 52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS ALT 1 (FEB 2012)
- 52.214-34 SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
- 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS (JAN 2004)

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

L.6.1 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Embassy contemplates award of a requirements type contract, fixed price, resulting from this solicitation. The quantities shown in Section B are estimates only and the Government is not obligated to order the estimated quantities shown in this section.

L.6.2 FAR 52.233-2 SERVICE OF PROTEST (SEP 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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Management Officer, US Embassy Moscow, 8 Bolshoi Devyatinsky Per., 121099, Moscow Russia.

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

L.7 DOSAR 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested

parties are invited to contact the contracting activity ombudsman, Paul Blankenship, at (495) 728-5185, fax (495) 728-5340. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

L.8 PRE-PROPOSAL CONFERENCE.

L.8.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on May 17, 2012 at 10:00 local time at the GSO Conference Room. Offerors interested in attendance should contact the following individual:

Vladimir Yeremkin, GSO/Procurement, tel. +7 (495) 728-5216, fax +7 (495) 728-5077.

L.8.2. Offerors are urged to submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

L.8.3. Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

L.8.4. The Embassy's statements at the pre-proposal conference shall not be considered to be a change to the solicitation unless a written amendment is issued.

L.8.5. Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

SECTION M EVALUATION FACTORS FOR AWARD

M.1 Evaluation of Proposals.

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L -INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. Acceptable proposals will be evaluated pursuant to this section, and award shall be made as set forth in M.3 below.

M.2 Overall Evaluation. Proposals will be evaluated in two phases: a technical evaluation to determine the acceptability of the offer to the solicitation technical requirements; and a price evaluation to determine the total evaluated price proposed by each offeror. The "total evaluated price" is the cumulative total of the base year insurance plus all option years for the total estimated quantity specified in Section B.

The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- 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.

M.3 Award Selection.

M.3.1. General. The award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition, which is incorporated by reference in Section L, award may be made based upon initial offers, without discussions. The offeror must also be licensed/certified/accredited as described in Section M.5 below.

M.4 Fixed Prices.

Offerors must propose fixed prices for the coverage identified in Section B - SERVICES AND PRICES. Proposals that do not include fixed prices cannot be evaluated for the total requirement and will be rejected.

M.5 Technical Evaluation. Offers will be evaluated on:

-- meeting or exceeding each of the individual mandatory requirements specified in Section C through H and the Exhibit(s). Failure to provide each and every requirement set forth in this solicitation may be grounds for rejecting an offer as technically unacceptable.

-- the demonstration that the offeror is licensed/certified/accredited or otherwise authorized by the government of the Russian Federation to provide accounting and advisory services to persons (to include organizations, companies, groups) within the host country.

If the offeror is not licensed/certified/accredited or otherwise authorized by the government of The Russian Federation, it must demonstrate that it is licensed/certified/accredited by a government other than that of the host country to provide accounting and advisory services for persons in the Russian Federation and must demonstrate its capacity to provide these services in the Russian Federation to meet the minimum requirements and other conditions set forth in this solicitation; and, meet all other terms and conditions set forth in this solicitation.

M.6 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Embassy will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.7 Quantities for Evaluation

For evaluation purposes, the Embassy will assume that the estimated number of the Embassy employees will remain constant throughout the life of this award.

M.8 Separate Charges

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Embassy shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.9 Award without Discussions

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Embassy may award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.306(a).

M.10 FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the 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.