



*Embassy of the United States of America*

Tegucigalpa MDC  
March 10, 2021

Dear Prospective Offeror:

SUBJECT: Request for Quotations Number 19H08021Q0014 for attorney services for the disposal of a Property in Tegucigalpa.

The Embassy of the United States of America invites you to submit a quotation for attorney services for a real estate transaction. If you would like to submit a quotation, follow the instructions in Section I of the solicitation, complete the required portions of the attached document, and submit it to the following address:

American Embassy  
Porton 3  
ATTN: Mai Rettenmayer  
Col. San Carlos  
Tegucigalpa, Honduras

Please submit your quotation in a sealed envelope marked "**Quotation Enclosed – RFQ 19H08021Q0014**" to the above address. The deadline for receipt of quotations is on or before **10:00 am local time on March 22, 2021**. No quotations will be accepted after this time. In order for a quotation to be considered, you must also complete and submit the following:

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

Direct any questions regarding this solicitation in writing to Mai Rettenmayer, Contracting Officer. Questions must be written in English and may be sent to the email address [contracttgu@state.gov](mailto:contracttgu@state.gov) by **COB on March 12, 2021**.

We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Mai Rettenmayer  
Contracting Officer

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**REQUEST FOR QUOTATION  
(THIS IS NOT AN ORDER)**

THIS RFQ  IS  IS NOT A SMALL BUSINESS SET-ASIDE

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1. REQUEST NO. 19H08021Q0014	2. DATE ISSUED 03/10/2021	3. REQUISITION/PURCHASE REQUEST NO. PR9738126	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY AMERICAN EMBASSY TEGUCIGALPA GSO, ACQUISITIONS UNIT, ATTN: GSO TEGUCIGALPA HONDURAS	6. DELIVER BY (Date)
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME Fatyma Lorenzana	TELEPHONE NUMBER	7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
	AREA CODE NUMBER (504) 94653181	9. DESTINATION

8. TO:

a. NAME	b. COMPANY	b. STREET ADDRESS APARTADO POSTAL NO. 3453, ATTN: GSO
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c. STREET ADDRESS	c. CITY TEGUCIGALPA
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d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE 10:00 AM ON 03/22/2021	IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Attorney services for the disposal of a Property in Tegucigalpa				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
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NOTE: Additional provisions and representations  are  are not attached.

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

A. PRICES

A.1. Value Added Tax

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

A.2. Contract Type

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

PRICES

	<u>*Estimated Hours</u>	X	<u>Hourly Rate</u>	<u>Ceiling Price</u>
Attorney Services	<u>100</u>		<u>                    </u>	<u>                    </u>

## SECTION B – STATEMENT OF WORK

The United States Government (USG) requires legal services in connection with the disposal of property in Tegucigalpa, Honduras (address provided below).

### Property Address:

The property consists of a single-family residential home located at Lomas del Guijarro, Avenida Costa Rica, #1139, Tegucigalpa, Honduras.

### Services:

The services listed below may be requested at any time and not necessarily in the order presented. Bids must account for providing all services during the disposal process, including post-closing actions. Contract administration and requests for deliverables will be handled through the Contracting Officer (“CO”), and Contracting Officer’s Representative (“COR”) or the Assistant Contracting Officer’s Representative (“ACOR”).

**The selected awardee (i.e., Vendor) will provide the following:**

1. ***Within two weeks from receipt of task order***, the USG requests a **legal summary** and flow chart containing detailed information on the steps associated in selling property in host country. This should include the entire process through closing and final registration of the sale, including procedures, expected time frames, all related fees (including shared sale-fees by parties), and expenses in closing property sale/s
2. Provide **legal services** in regard to property sale/s, including the below tasks:
  - Provide a detailed description of any requirements that the USG must notify the local government, including specific agencies, of the transfer, and any additional applicable host government approvals or certifications that are required by the local government, before, during and after the property transfer.
  - Assist the U.S. Embassy/Consulate in drafting and applying for waivers of registration, transfer, sales taxes or charges to which the USG is entitled to an exemption under international law and treaty, if requested.
  - Review the USG standard sales contract (**Appendix A**) for compliance with local law and custom. Standard USG provisions are to be retained to the maximum extent possible. If any explanations, changes and/or modifications are required, coordinate with the point of contact within the Bureau of Overseas Buildings Operations (OBO) in Washington, DC, and the Office of the Legal Advisor, Buildings and Acquisitions (L/BA). The contract shall provide for conveyance of the property in “as is” condition, without continuing warranty of title, and shall not grant a unilateral right for the Buyer to terminate or otherwise cancel the contract.
  - Recommend further modifications/final modification to the sales contract, if necessary, and provide a translation, prepared by a qualified, certified

translator, of the final package and presented on a side-by-side layout format.

- Review any USG-supplied documents, in addition to the standard sales contract. Provide advice and comment on their acceptability under local law and practices. Propose revisions as needed to ensure that the documents comply with local laws and practices.
  - Prepare and register all appropriate documents required for formal transfer of title. Coordinate with a reputable Public Notary (if necessary) for the preparation of all final sales documents. Conduct the closing of the transaction.
  - Advise when a sale or transfer is legally considered final as well as any post-settlement procedures that may delay relinquishing full ownership rights to the Buyer or Transferee of the property.
  - Provide an estimate of how long the process typically takes to fully transfer property rights after a contract is ratified.
  - Confirm that all taxes normally assigned to the seller/transferor (USG) for the transfer will be waived.
  - Summarize the costs that are usually paid by each party, both as a matter of custom and as a matter of law, in order to determine whether the USG will be entitled to any exemptions from payment. When customs and the law are in conflict, explain which rule is typically followed.
  - Research and advise the USG on whether any local currency, VAT and other tax laws will affect the transaction.
  - Participate in any necessary meeting/s, and facilitate and meet with the local government/authorities to process and conclude the property sale/s.
  - Provide any and all other legal service/s, that is/are not specifically noted in this Statement of Work, and that is/are necessary to conclude the property sale/s.
3. Perform **legal due diligence** of the title research for the purpose of selling the property including:
- List of the properties, including addresses and land registry numbers.
  - Review any original USG provided documents that conveyed a property interest to the USG originally, and report if there are any limitations on how the property may be disposed of.
  - Perform a title search for each disposal property. Confirm whether any surveys attached to the title deed conform to the description in the title deed, and that the property is free and clear of any encumbrances, whether or not registered.
  - Determine the legal interest owned by the USG and provide details regarding any leases, ground leases or other rights that would deem the property anything other than a freehold estate.
  - Provide a report that details any title discrepancies to the U.S. Embassy/Consulate and OBO immediately once a title search is performed.

Include the description of the problem, the path to resolution, and the timeline to resolve.

- Explain the procedure to obtain replacement documents in the event that USG provided documents and your research do not affirm that the USG has clear title or an alienable interest in the property, and assist in obtaining those documents.
- Participate in any necessary meeting/s, and facilitate and meet with the local government/authorities to process and conclude the property sale/s.
- The neighborhood is transitioning from single-family residences to commercial and high-rise apartments. Please provide a report of the current zoning/use restrictions, ability to rezone or up zone, and the impact of the increased density is having on the USG property.

4. Pre-sale Certification: The Vendor must search the title and formally provide a written **Letter of Opinion**, in English, that the verification and the engineer's or land surveyor's report have been compared with the existing title record. The Vendor's letter must contain the following certifications:

That the property description in the sale agreement corresponds exactly with the description in valid deeds and prior land surveys in the offices where conveyances, survey plats, and other instruments that affect title are officially recorded;

In order to provide the above certification, the Vendor shall confirm through investigation of existing title records and/or field investigation:

- a) There are no discrepancies in measurements of boundaries or land areas;
- b) There are no conditions that might adversely affect the U.S. interest that do not appear in the abstract of title; or
- c) A comparison of the field survey and title search reveals certain exceptions (if these exist) to a clear and unencumbered title that do not appear in the present title record (exceptions to be listed), but that the Vendor, at their expense, has taken or is taking all steps necessary to clear any noted exceptions, and that the proposed legal instrument of conveyance, as drawn by the local land title expert, will, under local law and custom, serve as a document of correction to the erroneous title record;
- d) There are no mortgages, liens, charges, incidents of tenure, encroachments, reserved strips of land blocking access to public thoroughfares, street widening or public improvement projects proposed or pending, or any other encumbrances or defects of any kind recognized by the laws of the country as affecting the title; and,
- e) The United States of America has a perfect, exclusive, and unencumbered title to the property and has a full power to convey.

If Vendor identifies issues relevant to subparagraphs a-c above, a report shall be submitted that describes the nature, duration and steps necessary to correct the discrepancies, variances, and/or encumbrances, if such corrections are recommended.

NOTE: If the attorney does not deem themselves capable of verifying existing land surveys in order to deliver the Pre-Sale Certifications, they shall be responsible for retaining and compensating whatever additional professional assistance needed to deliver the Certification. The cost of retaining additional professional assistance, if necessary, shall be included in the attorney's bid.

5. Post-sale Certification: Upon completion of the sale, the Vendor must certify in the form of a written **Letter of Opinion**, in English, that:
  - (a) The deed is in the form approved and uniformly used in the country;
  - (b) The deed has been filed, recorded, and registered in accordance with local law, and the United States of America has now transferred the title to the buyer; and
  - (c) All steps necessary to ensure transfer of title is without any encumbrances remaining in the name of the United States of America.

Vendor must submit firm-fixed-price monthly invoices to the U.S. Embassy/Consulate. Fixed price are to include all telephone communications and travel expenses necessary in processing and completing this sale/s.

Vendor must submit property sale fee/s in accordance with local government law and regulations during the sale/s transaction.

Vendor must submit one-time-fixed-price for the Notary fee after the transaction.

Submission Requirements:

The following documents must be submitted to the Contracting Officer in order to be considered for this opportunity. The documents include:

- a. Pricing Proposal and Quote;
- b. Brochure or other documentation of the firm indicating its experience and expertise in real estate practices;
- c. Resumes for each attorney who will be assigned to the work; and
- d. A recent sampling of other completed housing transactions.

C. INSPECTION AND ACCEPTANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.246-6	INSPECTION—TIME AND MATERIAL AND LABOR-HOUR (MAY 2001)

D. DELIVERIES AND PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

CLAUSE      TITLE AND DATE

52.242-15      STOP-WORK ORDER (AUG 1989)

E. CONTRACT ADMINISTRATION DATA

E.1. Contracting Officer's Representative

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

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

(b) The COR for this contract is the Housing Coordinator.

E.2 Invoicing and Paying Instructions

a. The Contractor shall submit his invoice in the original and three copies to the designated billing address indicated in this contract. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed. If the amount billed is incorrect, the COR will, within seven days, request the Contractor to submit a revised invoice.

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

c. Contractor shall mail the invoices to:

[facturastgu@state.gov](mailto:facturastgu@state.gov)

FMO

American Embassy Tegucigalpa

F. SPECIAL CONTRACT REQUIREMENTS

F.1 Permits

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract.

F.2 Release of Information

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

## SECTION G - CLAUSES

G.1 The following clauses apply for all services provided under this contract.

### 52.252-3 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (NOV 2020)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (OCT 2020)
52.223-18	ENFORCING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-17	RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)

- 52.232-25 PROMPT PAYMENT (JUL 2013)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*
- 52.243-3 CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.246-26 REPORTING NONCONFORMING ITEMS (DEC 2019)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004) *Alternate IV (SEP 1996)*
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

## II. CLAUSES FROM DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)

### 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 e-mail signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

## SECTION H - LIST OF ATTACHMENTS

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

EXHIBIT A – OBO’S PRELIMINARY DRAFT OF THE SALES AGREEMENT

EXHIBIT B – OBO’S PRELIMINARY BID PACKAGE FOR THE SALE OF  
PROPERTY

## SECTION I - INSTRUCTION ON HOW TO SUBMIT A QUOTATION

### I.1 SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described in Section B.

#### Summary of Instructions

Each quotation must consist of the following physically separate volumes:

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

Submit the complete quotation to the address on SF-18.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

1. Volume 1 shall contain complete pricing schedules as identified in Section A, including an hourly rate of professional hours, travel expenses, overhead, G&A, profit, subcontractor costs, reproduction costs and all other costs related to the services required to perform the work described in Section B of this request for quotations.
2. Volume 2 shall include information demonstrating the quoter's ability to perform including:

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

1. List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Honduras then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

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

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

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

American Embassy  
Porton 3  
ATTN: Mai Rettenmayer  
Col. San Carlos  
Tegucigalpa, Honduras

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

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make

their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

### I-3 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

The following Federal Acquisition Regulation provisions are incorporated by full text:

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Labor-Hour purchase order resulting from this solicitation.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEPT 2006)

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

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

(End of provision)

### I-4 FINANCIAL STATEMENT

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

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

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

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

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

## SECTION J – EVALUATION CRITERIA

J.1 Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The lowest price will be determined by evaluating the hourly rate given in Section A of this solicitation. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. Responsibility will be determined by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

J.2 The following Federal Acquisition Regulation (FAR) provision(s) is/are provided in full text:

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

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

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

### J.3 SEPARATE CHARGES

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

SECTION K - REPRESENTATIONS, CERTIFICATIONS  
AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

Sole Proprietorship;

Partnership;

Corporate Entity (not tax exempt);

- Corporate Entity (tax exempt);
- Government Entity (Federal, State or local);
- Foreign Government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(f) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of common parent:  
     Name \_\_\_\_\_  
     TIN \_\_\_\_\_

(End of provision)

**K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **541110, 541990**.

(2) The small business size standard is \_\_\_\_\_ **\$11 million dollars (541110), \$15 million dollars (541990)**.

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

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i)  Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [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.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [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.

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

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [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.

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

(xv) [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.

(xvi) [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.

(xvii) [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.

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

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

*[Contracting Officer check as appropriate.]*

— (i) [52.204-17](#), Ownership or Control of Offeror.

\_\_\_ (ii) [52.204-20](#), Predecessor of Offeror.

\_\_\_ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_\_ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_\_ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vii) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause #	Title	Date	Change
_____			

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM

(End of provision)

### K.3 52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of

whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### K.4 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25,

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

K.5 52.209-5 Certification Regarding Responsibility Matters (Oct 2015)

(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 \$3,500 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

K.6. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. “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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

(1) It  is,  is not an inverted domestic corporation; and

(2) It  is,  is not a subsidiary of an inverted domestic corporation.

(End of provision)

**EXHIBIT A**

**SALE AGREEMENT**  
**(U.S. Department of State)**

**THIS SALE AGREEMENT** (herein called the “**Agreement**”) is made and entered into this \_\_\_ **day** of \_\_\_\_\_, **20**\_\_\_\_ (herein called the “**Effective Date**”), by and among \_\_\_\_\_ (herein called “**Buyer**”); and **United States of America** through its **Department of State**, represented by \_\_\_\_\_, Contracting Officer or other duly authorized representative of the **United States Embassy** located at \_\_\_\_\_, \_\_\_\_\_ (herein called “**Seller**”).

**WITNESSETH:**

**1. Property.** For and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, in accordance with all of the terms and conditions of this Agreement, all that certain parcel of improved real estate owned by Seller and described as

- street address of \_\_\_\_\_, OR
- legal description: (Lot, Block, Section, City, etc.) \_\_\_\_\_, OR

set forth on **Exhibit “A”** attached hereto, together with all Seller’s right in and to the buildings, improvements and fixtures located thereon (herein collectively called the “**Property**”).

**2. Purchase Price.** The purchase price for the Property (herein called the “**Purchase Price**”) shall be \_\_\_\_\_ **AND NO/100 U.S. DOLLARS (\$\_\_\_\_\_)**. The Purchase Price shall be paid by Buyer to Seller on the Closing Date, subject to the prorations and adjustments herein described, in U.S. Dollars, by one of the following methods selected by Seller: **(i)** cash; **(ii)** wire transfer; or **(iii)** other cash equivalent method acceptable to Seller.

**3. Earnest Money.** **(a)** Contemporaneously with Buyer’s execution and delivery of this Agreement, Buyer has delivered to Seller the sum of \_\_\_\_\_ **AND NO/100 U.S. DOLLARS (\$\_\_\_\_\_)** (which sum, together with all interest actually earned thereon during the term of this Agreement, is herein called the “**Earnest Money**”). Such Earnest Money shall be delivered by Buyer in the form of a certified, cashier’s or bank check drawn against collected funds, payable to Seller.

**(b)** On the Closing Date, the Earnest Money will be applied as partial payment of the Purchase Price.

**4. Closing.** The closing of the purchase and sale of the Property (herein called “**Closing**”) shall be held at the offices of Seller or Seller’s attorney at such time and on such date (herein called the “**Closing Date**”), as may be specified by written notice from Buyer to Seller not less than **ten (10) days** prior thereto; **provided, however,** that the Closing Date shall be on or before **the date \_\_\_\_\_ days after the Effective Date** (herein called the “**Final Closing Date**”) and, if Buyer shall fail to give notice designating the Closing Date, and this Agreement has not been terminated pursuant to any of the provisions contained herein, the Closing Date shall be, and the Closing shall take place at 10:00 A.M. on, the Final Closing Date.

**5. Access and Inspection.** **(a)** Between the Effective Date and the Closing Date, Buyer and Buyer’s agents, employees, contractors, representatives and other designees (hereinafter collectively called “**Buyer’s Designees**”) shall have the right to enter the Property for the purposes of inspecting the Property, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations,

tests and inspections as Buyer may reasonably require to assess the condition of the Property; **provided, however,** that (i) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's Designees onto the Property, or the other activities of Buyer or Buyer's Designees with respect to the Property (hereinafter called "**Buyer's Activities**") shall not damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant of the Property, (ii) in the event the Property is altered or disturbed in any manner in connection with any of Buyer's Activities, Buyer shall immediately return the Property to the condition existing prior to Buyer's Activities, and (iii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any of Buyer's Activities. Notwithstanding any provision of this Agreement to the contrary, Buyer shall not have the right to undertake any environmental studies without the prior written consent of Seller.

(b) Buyer acknowledges that Seller may deliver to Buyer certain documents and information in Seller's possession with regard to the Property (hereinafter called the "**Due Diligence Materials**"). The Due Diligence Materials will be provided to Buyer without any representation or warranty of any kind or nature whatsoever and are merely provided to Buyer for Buyer's informational purposes. Until Closing, Buyer and Buyer's Designees shall maintain all Due Diligence Materials as confidential information. If the purchase and sale of the Property is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Buyer shall immediately re-deliver to Seller all copies of the Due Diligence Materials, whether such copies were actually delivered by Seller or are duplicate copies made by Buyer or Buyer's Designees.

**6. Prorations and Adjustments to Purchase Price.** The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree, all with respect to the Purchase Price: (i) all government fees or similar impositions levied or imposed upon or assessed against the Property for the year in which Closing occurs shall be prorated as of the Closing Date; (ii) all utility charges for the Property shall be prorated as of the Closing Date; and (iii) any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date. In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, Seller shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent. In making the prorations required by this **paragraph**, the economic burdens and benefits of ownership of the Property for the Closing Date shall be allocated to Seller.

**7. Title.** For the purposes of this Agreement, "good and marketable fee simple title" shall mean fee simple ownership free of all claims, liens, taxes and encumbrances other than the Permitted Exceptions, herein defined. For the purposes of this Agreement, the term "**Permitted Exceptions**" shall mean: (i) current city, state and county fees or similar impositions not yet due and payable; (ii) such matters as would be disclosed by a current and accurate survey and inspection of the Property; (iii) zoning or other governmental rules, ordinances or regulations affecting the Property; (iv) all easements, covenants, restrictions, reservations, rights-of-way and other similar matters of record as of the date of Seller's execution of this Agreement; (v) the state of compliance or non-compliance of the Property, as of the date of Seller's execution of this Agreement, with any laws, codes, ordinances, rules, regulations or private restrictive covenants applicable to or affecting the Property; and (vi) any matters set forth on **Exhibit "A-1"** attached hereto.

8. **Proceedings at Closing.** On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Buyer the following documents and instruments, duly executed by or on behalf of Seller: (i) a limited warranty deed or similar document, in recordable form, conveying good and marketable fee simple title to the Property, subject to the Permitted Exceptions; and (ii) any other documents that are customarily executed in similar transactions and approved, as to form, by Seller.

(b) To the extent not already delivered and in Seller's possession, Seller shall deliver to Buyer the following items or materials: (i) copies of all books, records, reports and other information and data pertinent to the continued use, occupancy and operation of the Property; and (ii) the keys to all of the doors and locks on the Property.

(c) Buyer shall pay the Purchase Price, after making the adjustments and prorations provided for in this Agreement, to Seller in accordance with the provisions of this Agreement.

9. **Costs of Closing.** Buyer shall pay any transfer tax, fee or similar charge payable on the transfer of the Property, any notary fees, all recording costs and Buyer's attorneys' fees. Seller shall pay Seller's attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

10. **Disclaimer of Warranties.** Seller does not, by the execution and delivery of this Agreement, and Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with Closing, make any representation or warranty, express or implied, of any kind or nature whatsoever, with respect to the Property, and all such warranties are hereby disclaimed. Buyer agrees that, with respect to the property, Buyer has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller. Buyer will conduct such inspections and investigations of the Property (including, but not limited to, the physical and environmental condition thereof) and rely upon same and, upon Closing, shall assume the risk that adverse matters, including, but not limited to, any disclaimed matters, may not have been revealed by Buyer's inspections and investigations. Seller shall sell and convey to Buyer, and Buyer shall accept, the Property "AS IS", "WHERE IS", and with all faults, and there are no oral agreements, warranties or representations, collateral to or affecting the Property by Seller or any third party. The terms and conditions of this **paragraph** shall expressly survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed and the payment of the Purchase Price, without regard to any limitations upon survival set forth in this Agreement.

11. **Possession at Closing.** Seller shall surrender possession of the Property to Buyer on the Closing Date.

12. **Remedies.** (a) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement, Seller shall be entitled to either accept and retain the Earnest Money as liquidated damages for such default or exercise such rights and remedies as may be specifically provided for in this Agreement or as may be provided for or allowed by law or in equity. If Seller elects to accept and retain the Earnest Money as liquidated damages, Seller hereby waives and releases any right to sue Buyer for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as liquidated damages; **provided, however**, that the foregoing liquidated damages shall not apply to any duty, obligation, liability or responsibility which Buyer may have under the indemnification or reimbursement provisions of this Agreement, as to which Seller shall retain all rights and remedies.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement or in the Seller is unable to get approval from the host government for the sale of the Property, the Earnest Money shall be refunded to Buyer promptly upon request,

and Buyer, as its sole and exclusive remedy, shall have the right to terminate this Agreement. Seller shall have no other liability to Buyer under this Agreement.

**13. Risk of Loss, Casualty and Condemnation.** (a) In the event of any material damage to any portion of the Property prior to Closing or in the event of the material taking of all or any part of the Property by eminent domain proceedings prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date **five (5) days** after the date upon which Seller gives Buyer notice of such damage or taking, in which event the Earnest Money shall be refunded to Buyer promptly upon request. In the event of lesser damage or a lesser taking, Buyer shall have no right to terminate this Agreement by reason of such damage or taking; **provided, however**, that the Purchase Price shall be reduced by Seller's reasonable estimate of the cost or impact of such damage or taking.

(b) For the purposes of this **paragraph**, damage to the Property shall be deemed to be "material" and a taking of the Property shall be deemed to be "material" only if Seller's reasonable estimation of the impact or the loss of such damage or taking exceeds the sum of **TWENTY-FIVE THOUSAND AND NO/100 U.S. DOLLARS (\$25,000.00)**.

**14. Broker and Commission.** All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by this Agreement have been conducted by and between Seller and Buyer without the intervention of any person or other party as agent or broker, with the exception of \_\_\_\_\_ (herein called "**Broker**"). Broker has acted as agent for Seller in this transaction and is to be paid a commission by Seller in accordance with a separate agreement between Seller and Broker.

**15. Further Assurances; Survival.** The provisions of **paragraphs 5, 6, 10 and 16** of this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed and the payment of the Purchase Price. Notwithstanding anything to the contrary in this Agreement, the provisions of **paragraphs 5 and 16** of this Agreement shall also survive any termination of this Agreement in accordance with its terms.

**16. General Provisions.**

(a) **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below their respective executions hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below their respective executions hereof, or via email to the email addresses listed set forth below, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal, and those given by email shall be deemed given on the date of email transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the date of email transmittal, or on the first calendar day after deposit with commercial courier, as the case may be.

(d) **Assignment; Parties.** This Agreement may not be assigned by Buyer without the express written approval of Seller and such approval may be withheld for any reason. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective heirs, legal representatives, successors and assigns.

(e) **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(f) **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach by any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(g) **Time of Essence; Dates.** Time is of the essence in this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, government holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, government holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

(h) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the jurisdiction in which the Property is located.

(i) **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements among Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

(j) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. In the event of any conflict concerning the text or meaning of this Agreement, the English version or translation shall control.

(k) **Confidentiality.** During the period that this Agreement is in full force and effect and for **two (2) years** following the earlier of its termination or the Closing, Buyer warrants and represents that neither Buyer nor Buyer's agents shall make public or disclose any term, condition or aspect of this Agreement or any information concerning the Property without the express written consent of Seller and such consent may be withheld for any reason.

(l) **Sovereign Immunity.** Nothing in this Agreement shall be interpreted to waive any privilege or immunity to which Seller may be entitled by virtue of any international law, treaty or convention or any domestic law.

(k) **No Lien or Recording.** This Agreement is not and shall not be deemed or considered to convey or be an interest in or lien against the Property. In no event shall this Agreement or any memorandum hereof be recorded by Buyer in any public or property records, and any such recordation or attempted recordation shall constitute a breach of this Agreement by Buyer.

(l) **Language.** If this Agreement is executed in both English and \_\_\_\_\_, the English version shall control in the event of a dispute concerning the text or any interpretation of this Agreement.

(m) **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(n) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(o) **No Construction Against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

**(signatures on the next page)**

**IN WITNESS WHEREOF**, the parties have executed, or caused their duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first written above.

**BUYER:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_

Initial address for notices:

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_  
Telecopy Number: ( ) \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SELLER:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_

Initial address for notices:

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_  
Telecopy Number: ( ) \_\_\_\_\_  
Email Address: \_\_\_\_\_

With a copy to:

U.S. Department of State  
Overseas Buildings Operations (SA-6)  
Office of Real Estate Acquisitions and Disposals  
OBO/PRE/OAD  
1701 N. Fort Myer Drive  
Arlington VA 22219  
Attention: \_\_\_\_\_, Realty Specialist  
Telephone Number: (703) \_\_\_\_\_  
Telecopy Number: (703) \_\_\_\_\_  
Email Address: \_\_\_\_\_