



Embassy of the United States of America

Tegucigalpa MDC
March 10, 2021

Dear Prospective Offeror:

SUBJECT: Request for Quotations Number 19H08021Q0015 for attorney services for the acquisition in freehold of real property in Tegucigalpa, Honduras.

The Embassy of the United States of America invites you to submit a quotation for attorney services for the acquisition in freehold of real property in Tegucigalpa, Honduras. 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 19H08021Q0015**" 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 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 PAGE 1 OF 33 PAGES

1. REQUEST NO. 19H08021Q0015	2. DATE ISSUED 03/10/2021	3. REQUISITION/PURCHASE REQUEST NO. PR9738171	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)

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 LA PAZ AVE., ATTN: GSO
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c. STREET ADDRESS	c. CITY APO AA
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d. CITY	e. STATE XX	f. ZIP CODE 34022
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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.

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 acquisition in freehold of real 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			16. SIGNER		b. TELEPHONE AREA CODE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		NUMBER
d. CITY			c. TITLE (Type or print)		
e. STATE			f. ZIP CODE		

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

1. INTRODUCTION

The following services are required by the United States Government (USG) in relation to the acquisition in freehold of real property in Tegucigalpa, Honduras. Services required include: (1) guidance in the acquisition process relating to the applicable laws in Tegucigalpa, Honduras; (2) document drafting and revising; (3) assistance in negotiations; and (4) property title searches and certifications.

2. SCOPE DESCRIPTION

- 2.1. Deliver a detailed written explanation of the legal and administrative process for transferring real property (including any requirements that the USG notify local/regional/municipal governments of the transfer, and any additional host approvals or certifications that may be required by the local government, before, during and after the transfer); provide an estimate of how long it typically takes from contract signing to title transfer and registration; and identify actions mandatory under law as distinguished from actions done as matter of local custom or practice.
- 2.2. Define the legal interests in real property that can be acquired by the USG under national and local laws, specifically confirm that the USG has the right to a fee simple acquisition of the property in question.
- 2.3. Taking rights under international law, including the Vienna Convention on Consular and Diplomatic Relations, and local law into account, advise whether the USG is entitled to any exemption, refund, reimbursement or other privilege regarding payment of any taxes, fees, costs, duties or charges. Assist the USG in applying for any waivers of the same as well as for registration, transfer, or sales taxes or charges to which the USG is entitled or eligible under the Vienna Convention or local law.
- 2.4. Review USG-supplied documents. Provide advice and comment on their acceptability under local law and local practice. Propose revisions as needed to make them comply with local laws and practices. This may include a review a non-binding letter of intent, along with additional documents supplied by the USG.
- 2.5. Review a draft Conditional Purchase Agreement and recommend revisions, if necessary, to conform to local law and protect the United States Government's interests. Should revisions be required, the attorney reviewing the draft Conditional Purchase Agreement should prepare a revised version of the agreement, together with a written explanation of the basis for making the revisions.
- 2.6. If requested, draft a purchase contract or other conveyance vehicle that fully protects USG interests and forward the same to the USG for review.
- 2.7. Deliver a written opinion on title based on a title search of properties identified by the USG. Confirm that plot plans or surveys attached to the title deeds reflect accurately the description in the title deeds. Advise on whether the properties are free and clear of any

encumbrances or other defects in title, whether or not registered, or identify in full any discovered encumbrances or defects in title of any kind. As necessary, the attorney shall retrieve requested title/deed/survey document(s) from the appropriate local authority in order to conduct and provide a written property title report. If a survey document does not exist that clearly defines the property boundaries, the attorney shall retain a competent technical specialist to carry out a boundary survey to assist with the written title report. The cost of retaining additional professional assistance, if necessary, shall be a reimbursable expense provided that the cost is approved in advance by the USG.

- 2.8. Review any applicable condominium or homeowner regulations for the property to be acquired and identify any restrictions or limitations to the interest of the USG in buying, owning, using, operating, modifying, and selling any property.
- 2.9. Retain and fully compensate a Notary Public at the market rate (subject to the USG's approval) for those services and coordinate settlement of the transaction with the Notary Public consistent with local laws and customary real estate practices.
- 2.10. Identify costs paid by each party in a typical sale of real estate. Identify which costs are usually paid by each party under law, and which are negotiable and paid by local custom or practice. Suggest commonly used terms or cost sharing.
- 2.11. Identify and eliminate any potential charges to the USG for Value Added Tax in connection with the transfer and registration of title.
- 2.12. Provide advice and details on whether currency laws or other regulations restrict the ability of the USG to pay or remit funds within country or overseas in any currency.
- 2.13. As appropriate, prepare and register the documents required for the transfer and registration of title in favor of the USG.
- 2.14. Provide prompt written legal advice and opinions on specific questions presented by the USG from time to time during the purchase, title preparation, registration, closing and post-closing process.
- 2.15. Retain and fully compensate a qualified, certified translator to translate into English any of the transaction documents, including contracts, surveys, approvals, and registration materials, that are not originally drafted in English.
- 2.16. As necessary, and at the USG's request, retain any technical specialists or other specialized attorneys required to complete the USG's acquisition of real property. The cost of retaining additional professional assistance, if necessary, shall be a reimbursable expense provided that the cost is approved in advance by the USG.
- 2.17. Provide any and all other services that are not specifically noted above but are needed by the USG to contract for, receive approval of, and settle any proposed transaction.
- 2.18. Perform and submit a Pre-purchase Certification, as outlined in Volume 15 of the U.S. Foreign Affairs Manual 432.4 (copy attached). Including, but is not limited to:

- a. The description of the property in the purchase contract corresponds exactly with the description in valid deeds and prior land surveys in the offices where conveyances, survey plats, and other instruments that affect title are officially recorded; and
- b. The field verification of the existing title records reveals that:
 - i. No discrepancies exist in measurement of boundaries or land areas; or
 - ii. There are conditions that might adversely affect the interests of the United States that do not appear in the abstract of title (list of such conditions as they exist); or
 - iii. A comparison of the field survey and title search reveals certain exceptions (to be listed if these exist) to a clear and unencumbered title that do not appear in the present title record but the Vendor, at its expense, has taken or is taking all steps necessary to clear any noted exceptions, and the proposed legal instrument of conveyance, as drawn by the local land title expert, will, under local law and custom, serve as a document of correction to the erroneous title record; and
- c. There are no mortgages, liens, charges, incidents of tenure, encroachments, reserved strips of land blocking access to public thoroughfares, street widening or public improvement projects proposed or pending, or any other encumbrances or defects of any kind recognized by the laws of the country as affecting the title, and
- d. The vendor has a perfect, exclusive, and unencumbered title to the property and full power to convey it to the United States of America.

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

- 2.19. Prepare and submit a Post-purchase Certification, as outlined in Volume 15 of the U.S. Foreign Affairs Manual 432.5 (copy attached). Including, but is not limited to:
 - a. The transfer and title deed(s) are in the form approved and uniformly used in the country;
 - b. The deed has been filed, recorded, and registered in accordance with local law and that the United States of America is now the legal owner of record; and
 - c. The attorney has taken all steps required to ensure a perfect, unencumbered title is registered on behalf of the USG.
- 2.20. Provide prompt written legal advice and opinions on specific questions presented by the USG from time to time during the purchase, title preparation, registration, closing and post-closing process.

2.21. Participate in related meetings and/or negotiations, as needed.

3. DELIVERABLE SCHEDULE

Task No.	Due Date
2.1-2.3	Within 5 business days following notice to proceed.
2.4-2.6	Within 5 business days from directed.
2.7-2.18	Within 15 business days from directed.
2.19	7 days following final registration of all documents.
2.20-2.21	As requested

4. SUBMITTAL 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 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 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

52.246-6 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 this address is subject to change.

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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

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 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 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:

ATTACHMENT A – STANDARD CONDITIONAL PURCHASE AGREEMENT
THAT INCLUDES:

EXHIBIT A. THE PROPERTY (BOUNDARY SURVEY OR PLOT PLAN)
EXHIBIT B. SELLER’S CERTIFICATION

TAB 2 FOREIGN AFFAIRS MANUAL – FAM 432.4
PRE-PURCHASE CERTIFICATION

TAB 3 FOREIGN AFFAIRS MANUAL - FAM 432.5
POST-PURCHASE CERTIFICATION

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 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 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)

ATTACHMENT A

CONDITIONAL PURCHASE AGREEMENT

This Conditional Purchase Agreement (hereinafter the "Agreement") is made this ____ day of _____, 20__, for and in consideration of the sum of One U.S. Dollar (\$1.00), receipt whereof is hereby acknowledged, by and between the United States of America, represented by _____ (name), _____ (position title) at the U. S. Embassy/Consulate in _____, ("Purchaser") and _____ (name, address), ("Seller").

1. The Seller agrees to sell and the Purchaser agrees to buy, subject to these terms and conditions, the residence described in paragraph 2 below.

2. Property Description.

_____ (include street address, property type, size (net and gross square feet or meters), description of buildings, number and type of rooms, and legal description (lot, block, section, cadastral reference or registration number), as set forth in the attached site plan (hereinafter the "Property").

3. Price. The total purchase price is _____, which shall be paid by the Purchaser to the Seller [or the Sellers' solicitor or representative depending on local law and practice] on the Settlement Date, defined below, upon receipt of fee simple title to and possession of the Property. The price payable above is in [local currency or USD as appropriate].

4. Settlement Date. Time is of the essence. The Seller and Purchaser agree to make full settlement on or before _____. If a longer period of time is required for the Purchaser to satisfy any of the conditions described below, Purchaser and Seller may agree in writing to extend the Settlement Date to allow sufficient time to satisfy the condition(s). The Seller agrees to give Purchaser vacant possession of the Property on the Settlement Date.

5. Damage or Loss. The risk of loss of, or damage to, the Property from fire, act of God, or any other cause remains with Seller until the execution and delivery of the Title documents and/or other documents that must be exchanged for title to be transferred in [host country] relating to the Property and the delivery of possession of the property to the Purchaser.

6. Conditions. The obligation to purchase assumed by the Purchaser by virtue of this Agreement is subject to the conditions set forth below. The Seller agrees to allow the Purchaser reasonable access to the Property to conduct inspections to satisfy these conditions.

A. Boundary Survey. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, a survey of the property performed by

NOTE: THIS CONDITIONAL PURCHASE AGREEMENT FOR HOUSING IS A GENERAL GUIDE

a professional surveyor selected by the Purchaser, confirming, in the Purchaser's sole opinion that the property is substantially in the size and shape as represented by the Seller and that there are no encroachments, easements, encumbrances or rights-of-way that inhibit, limit or affect its use.

B. Appraisals. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, two market value appraisals performed by professional(s) selected by the Purchaser that confirm that the purchase price does not exceed the fair market value of the Property.

C. Technical Assessment. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, an assessment report performed by a professional selected by the purchaser, reporting the condition of the Property, including but not limited to geotechnical survey, architectural treatment, structural elements, mechanical systems, electrical systems, presence of friable asbestos, quality of construction and upkeep of the Property confirming that the Property is suitable for occupancy by the Purchaser. In the event this purchase is for a property under construction or to-be-built, the Purchaser requires notification of completion of progressive elements in the construction process [concrete work, electrical, plumbing, roofing, etc.] to enable the selected professional to complete timely inspections of each of those elements.

D. New/Unfinished Construction. Should this Agreement relate to the purchase of a Property the construction of which has not been completed, the following provisions shall apply:

- i) The Purchaser shall be permitted to conduct the assessment referred to in C above within fourteen (14) days of written notification being received from the Seller that the construction of the Property has been completed and that the certificates of compliance and fitness for occupancy and use have been issued.
- ii) All periods mentioned in this agreement are deemed to have commenced as at the date the written notification referred to in D (i) above.
- iii) Any faults or defects caused by bad workmanship or improper materials that may be identified by any professional carrying out the assessments on behalf of the Purchaser shall be forwarded to the Seller or the Seller's representative forthwith.
- iv) The Seller shall within a period of not more than fourteen days (14) from receipt of the notice referred to in D(iii) above or any other period as may be agreed to between the parties attend to the making good of such faults or defects.
- v) Should the Seller fail to meet his obligations under this clause then the Purchaser shall be entitled to either terminate this Agreement or obtain a quote as to the cost of the making good of such faults and defects and the Price stated in Article 3 shall be reduced by such cost ("Amended Price") and Settlement shall proceed on the basis of the Amended Price.

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- vi) In the event that any dispute arises due to any matter mentioned in this clause the Purchaser shall always have the right to terminate this agreement without penalty.]

E. Title Search. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, confirmation that the Seller possesses and can transfer good and marketable title to the Property, free of any restrictions or limitations.

F. Host Government Approvals. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, all authorizations, approvals, permits and confirmations which, pursuant to the laws of the host country, are necessary for the Purchaser to obtain fee simple title to the Property on a tax-exempt basis as provided for in the Vienna Convention on Diplomatic Relations.

G. Final Departmental Approval. The U.S. Embassy/Consulate in , shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, final approval from the Department of State's Director and Chief Operating Officer of its Office of Overseas Buildings Operations to proceed with the purchase of the Property.

H. Funding. The Purchaser shall be entitled to first identify and obtain funding for the acquisition of the Property and secure internal approvals and support for the acquisition.

7. Default by Purchaser. Except as expressly provided in Sections 6, 7, 8 and 11, in the event of the failure of the Purchaser to complete this Contract, so long as Seller is not in default, all money paid by the Purchaser to the Seller shall be retained by the Seller as consideration, and all rights of the Purchaser under this Agreement shall terminate.

8. Default by Seller. In the event of the failure of the Seller to deliver vacant possession and ownership, or in the event of any default by the Seller, all money paid by the Purchaser to the Seller shall be returned by the Seller immediately upon demand or, at Purchaser's discretion, the Purchaser shall have the option to avail itself of any legal or equitable rights, including without limitation, the right of specific performance, which Purchaser may have at law or in equity. Failure to vacate and deliver the premises with promised improvements in place by the termination date in paragraph 4, will result in a penalty to the seller for every month (or portion thereof) thereafter of 2% of the purchase price and will entitle the USG to pursue legal satisfaction for breach of contract.

9. Title. The Property shall be sold free of encumbrances, mortgages, restrictions, limitations or other agreements affecting the land or building(s). The Seller guarantees that on the Settlement Date there will not exist before any local authority any lien, tax, or other federal tax or charge of any kind, any preventive or executive measures (embargo, attachment, prohibition on selling and taxing), or any other measure that curtails, diminishes, or limits free disposal of the Property). The Property shall be delivered free of any form of occupancy, tenancy, lessees, borrowers, squatters or any other unlawful

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possessor or holder. Title is to be good and marketable subject to easements, covenants, conditions and restrictions of record, if found to be acceptable to Purchaser; otherwise this Agreement shall be voidable at the option of the Purchaser. If, during the life of this Agreement any of the matters described in this paragraph adversely affect the Property or its value, the Seller shall undertake all procedures necessary or advisable to diligently resolve the problem within sixty (60) days at its cost, failing which the Purchaser shall have the right to terminate this Agreement without penalty.

10. Discharge of Mortgages. In keeping with clause 9 (as above), should the property be subject to one or more liens or mortgages to any lending institution or individual, the Purchaser agrees to accept from the seller a discharge of such mortgage provided that such document is in registerable form. The Seller agrees to comply with any requisition that may be raised by the Land Registry office with respect to the registration of such discharge and pay the registration fee due in respect of such discharge.

11. Representations. If any representation in this contract is untrue or incomplete on and as of the Settlement Date, Seller will be in default and Purchaser may terminate this contract and avail itself of all remedies provided in Section 8. All representations contained in this contract will survive closing.

12. Based upon the Vienna Convention on Diplomatic Relations, the Seller acknowledges that the Purchaser is exempt from the payment of all [list relevant property taxes and fees for which we have exemption, based on local counsel's opinion]. Given this, the Seller will attend to the payment of all such fees and taxes up to and including the date of settlement and should such fees and taxes be paid to a date beyond the date of settlement the Seller shall have no right to request nor will the Purchaser allow any pro rata adjustment in favor of the Seller.

13. Termination. If for any reason, the conditions listed in Article 6 have not been met to the Purchaser's satisfaction by the Settlement Date in Article 4, Purchaser shall notify Seller in writing and on the date of such notice, this Agreement shall terminate, and both parties shall be released from their respective obligations and neither shall have to pay the other any indemnification. However, as stated in Article 4, the parties may agree in writing to extend the Settlement Date to allow sufficient time to satisfy the condition(s).

14. Expenses and Fees. All appropriate fees and any other property charges assessed to the Seller under local law shall be borne by the Seller. Fees and any other property charges assessed to the Purchaser under local law from which the Purchaser is not exempt based upon the Vienna Convention, shall be borne by the Purchaser. Purchaser's agreement to be responsible for any taxes, costs, and fees do not constitute a waiver of any exemptions Purchaser is or may be entitled to under international or local law.

15. Assignability. This Agreement may not be assigned without the written consent of the Purchaser and the Seller.

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16. Covenant. The Parties to this Agreement agree that it shall be binding upon them, and their heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the aforesaid Title/Transfer/Deed document, and shall not be merged therein; that this Agreement, unless amended in writing, contains the final and entire agreement between the parties hereto and that they shall not be bound by any previous conditions, oral statements, warranties or representations not herein contained. The words "Seller" and "Purchaser" as used in the Agreement shall include the plural as well as the singular and masculine as well as the feminine.

17. This Agreement shall be governed by the laws of the country in which the Property is located.

18. Seller's Certifications. In conjunction with the execution of this Agreement, the Seller has executed the Seller's Certification, attached hereto as Exhibit B.

19. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine or Email as follows:

To Purchaser at:

To Seller at:

Telephone _____	Telephone _____
Facsimile _____	Facsimile _____
Email _____	Email _____

This provision does not apply to service of judicial process upon the Purchaser, which must be made through diplomatic channels or otherwise in accordance with international law.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement through their duly empowered legal representatives:

SELLER:

PURCHASER:

The United States of America

By: _____

By: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

[Add block for notary signature, if needed]

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EXHIBIT A

THE PROPERTY (BOUNDARY SURVEY OR PLOT PLAN)

EXHIBIT B

SELLER'S CERTIFICATION

1. Officials not to benefit. No member of or delegate to the U.S. Congress, or resident U.S. commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it.
2. The right of the Seller to proceed may be terminated by written notice if, after notice and hearing, the Secretary of State of the U.S. Department of State or a designee determines that the Seller, its agent, or another representative:
 - A. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the United States Government; and
 - B. Intended, by the gratuity, to obtain a contract of favorable treatment under a contract.
3. The facts supporting this determination may be reviewed by any court having lawful jurisdiction. If this contract is terminated, the United States Government is entitled to pursue the same remedies as in a breach of the contract. The rights and remedies of the United States Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
4. Covenant against contingent fees. The Seller warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except for a bona fide employee or agency. For breach or violation of this warranty, the U.S. Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
5. As used in this article:
 - A. "Bona fide agency" means an established commercial or selling agency, used or maintained by the seller for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain U.S. Government contracts nor holds itself out as being able to obtain any U.S. Government contract or contracts through improper influence.
 - B. "Bona fide employee" means a person, employed by the Seller and subject to the Seller's supervision and control as to time, place, and manner of performance who neither exerts nor proposes to exert improper influence to solicit or obtain U.S. Government contracts nor holds itself out as being able to obtain any U.S. Government contract or contracts through improper influence.
 - C. "Improper influence" means any influence that induces or tends to induce a U.S. Government employee or offer to give consideration to act regarding a U.S. Government contract on any basis other than the merits of the matter.

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6. Certification and disclosure regarding payment to influence certain federal transactions.

The Seller, by signing this Agreement, hereby certifies to the best of its knowledge and belief that on or after December 23, 1989:

A. No appropriated funds of the United States Government have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the U.S. Government, a Member of the United States Congress, an employee of a Member of Congress, or an officer or employee of the U.S. Congress, on the Seller's behalf in connection with the award of any United States Government contract (including this Agreement), or the extension, continuation, renewal, amendment or modification of any such contract or agreement.

B. If any funds other than the United States Government appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency of the U.S. Government, a Member of the United States Congress, an employee of a Member of Congress, or an officer or employee of the U.S. Congress, on the Seller's behalf in connection with this Agreement, the Seller shall complete and submit to the contracting officer, prior to the execution of the Agreement, OMB standard form LLL, Disclosure of Lobbying Activities; and

C. The Seller will include the language of this certification in any contract awarded by Seller to fulfill Seller's obligations under this Agreement that exceeds \$100,000, and will require that all recipients of such contract award shall certify and disclose accordingly.

7. Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the Disclosure form 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 \$100,000, for each such failure.

Signed:

_____ Date: _____
Seller

TAB 2
FOREIGN AFFAIRS MANUAL – FAM 432.4
PRE-PURCHASE CERTIFICATION

15 FAM 432.4 Pre-purchase Certification

(CT:OBO-36; 10-31-2013)

- a. After OBO for Department *of State* properties, or, in the case of USAID properties, USAID/W-M/MS/OMD, authorizes the employment of local experts, the local expert in land titles must search the title and formally report in English that the field verification survey and the engineer's or land surveyor's report have been compared with the existing title record. The expert's report must contain the following certifications:
 - (1) That the property description in the purchase 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;
 - (2) The field verification of the existing title records reveals:
 - (a) No discrepancies exist in measurement of boundaries or land areas;
 - (b) There are conditions (if these exist) that might adversely affect the U.S. interests (conditions to be listed) 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 his or her 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;
 - (3) 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
 - (4) The vendor has a perfect, exclusive, and unencumbered title to the property and full power to convey it to the United States of America.
- b. If the description referred to in subparagraph (a)(1) of this section differs, the post must submit to OBO for Department *of State* properties, or, in the case of USAID properties, USAID/W-M/MS/OMD, a report that details the variances and the

points that correspond. The report should indicate the steps necessary to correct the variances, if such corrections are recommended. If encumbrances or defects exist, the post must report to OBO for Department *of State* properties, or, in the case of USAID properties, USAID/W-M/MS/OMD, their nature, duration, and any plans to *correct* them.

- c. Fees for services of local land title experts will be funded by OBO for Department *of State* properties, or, USAID/W-M/MS/OMD, for USAID properties when notified of the estimated charge.

TAB 3
FOREIGN AFFAIRS MANUAL - FAM 432.5
POST-PURCHASE CERTIFICATION

15 FAM 432.5 Post-purchase Certification

(CT:OBO-36; 10-31-2013)

Upon completion of the purchase, the local expert in land titles must certify in writing that:

- (1) The deed is in the form approved and uniformly used in the country;
- (2) The deed has been filed, recorded, and registered in accordance with local law, and the United States of America is now the legal owner of record; and
- (3) All steps necessary to ensure a perfect, unencumbered title on behalf of the United States have been taken. If OBO for Department *of State* properties, or, in the case of USAID properties, USAID/W-M/MS/OMD, has approved acquisition of an interest in realty with less than a perfect unencumbered title, the post must specify any way in which the title is less than perfect. In such instances, posts should also specify whether or not the imperfections may be remedied and, if so, how.