



CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

June 9, 2008

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number SRS400-08-Q-0269

The Consulate of the United States of America invites you to submit a quotation for language training services at the American Consulate in St. Petersburg.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to Yelena Nesterova, American Consulate St Petersburg, Ulitsa Furshtatskaya 15, St. Petersburg, Russia on or before 6:00PM on July 1st, 2008. In order for a quotation to be considered, you must complete the following items:

- Box 17a, 17b, 30a, 30b, and 30c of attached form SF-1449
- Fill in your offered prices in the pricing table of Section 1, Part A
- Complete the require Certifications and Representations in Section 5

After your quotation is received, you may be contacted to participate in an interview at the American Consulate General on July 8th, 2008.

Please direct any questions regarding this request for quotations to Yelena Nesterova by letter or by telephone 331-2671 or to Vladimir Skovorodnikov at 331-2854 during regular business hours.

Sincerely,

Russell Singer
Contracting Officer
American Consulate, St. Petersburg, Russia



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>			1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)	4. ORDER NUMBER	5. SOLICITATION NUMBER SRS400-08-Q-0269	6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 06-09-2008
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME Yelena Nesterova		b. TELEPHONE NUMBER (No collect calls) 331-2671	8. OFFER DUE DATE/ LOCAL TIME July 1st, 2008 18:00

9. ISSUED BY American Consulate St Petersburg 15 Furshatskaya Ulitsa St. Petersburg, Russia	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR	<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
		NAICS: SIZE STANDARD:	

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
			14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP

15. DELIVERY TO	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY American Consulate St. Petersburg 15 Furshatskaya Ulitsa St. Petersburg, Russia	CODE
TELEPHONE NO.				

<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Language classes. See attached. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print)	31c. DATE SIGNED (mm-dd-yyyy)
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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 COVER PAGE, RFQ NUMBER SRS400-08-Q-0269

A. PRICES (BLOCK 23 & BLOCK 20)

The Contractor shall provide approximately 680 classes to be given at a firm fixed price per session as indicated in the table below. Sessions shall be one hour in length and shall be scheduled between Monday and Friday 8:00 am to 7:00 pm. No more than the number of students listed in the chart below will be part of any class, unless mutually agreed upon by the Contractor and the Government.

	<i>Sessions/Week</i>	<i>Weeks</i>	<i>Students</i>	<i>Total Sessions</i>	<i>Price per Session (RR)</i> <i>(to be filled in by offeror)</i>	<i>Total Price (RR)</i> <i>(to be filled in by offeror)</i>
Language Partners	2 per student	40	5	400		
Individual Instruction	2 per student	40	2	160		
Survival Russian	3	40	4	120		
Total				680		

B. PAYMENT

The Contract holder shall submit monthly invoices on the 5th of every month to the Post Language Officer for all work done in the previous month. The invoice must include the following information:

- Full name of individuals providing the services
- Contract number
- Description of services rendered, including student attendance lists
- Dates of services rendered
- Detailed pricing data

The Contractor shall submit an invoice for payment in the proper amount in Russian Rubles to the following address:

American Consulate St Petersburg
Ulitsa Furshtatskaya 15
St. Petersburg, Russia

Invoices will be paid within 30 (thirty) days in Rubles at the agreed upon rate. Electronic bank transfer is the preferred method of payment.

C. DEFINITIONS

"COR" means Contracting Officer's Representative; see FAR 52.212-4 Contract Terms and Conditions – Commercial Items, in Section 2.

"Government" means the United States Government unless otherwise stated.

D. PERIOD OF PERFORMANCE

This Contract shall be effective August 1st, 2008 until July 31st, 2009.

The calendar year will be split up into 3 language trimesters (Sept- Dec, Jan-April, May-July). The three programs will run each trimester. Classes will meet from Monday to Friday and will not meet on Russian or American holidays. The PLO can authorize, in writing, for classes to meet on holidays or weekends only with the mutual agreement of the Contract holder.

The Language Partners and Survival Russian classes will meet up to 3 times a week and each lesson will last one hour. A set schedule of classes shall be mutually agreed upon by the Contract holder and the PLO at the beginning of the trimester for these classes. With agreement from the Contract holder and the PLO, the schedule may be shifted to an equivalent schedule with the same number of weekly hours of instruction.

Under the Individual Instruction program, the Contract holder will conduct classes with each student for two hours a week according to a schedule mutually agreed upon by the Contract holder and the student.

The Contract holder shall make every attempt to provide a substitute instructor if the regularly scheduled instructor is unable to attend a regularly scheduled class. If the Contract holder cannot provide an instructor to attend a regularly scheduled class, the Contract holder must notify the PLO giving as much advanced notice as possible. If the Consulate cancels a class with 24 hours notice or more there will be no fee paid to the Contract holder. If the Consulate cancels a class with less than 24 hours notice, the Contract holder will be paid for one hour of work.

E. TERMINATION FOR CONVENIENCE

This Contract may be cancelled at any time by either Party with a minimum notice of 14 days. The Consulate shall be liable only for those services ordered before the termination date.

F. CONTRACT HOLDER FURNISHED PROPERTY

The Contract holder shall provide all necessary instruction materials including texts, class exercises, handouts, tests and audio-visual media.

The Contract holder shall provide other required classroom materials to include newspapers, magazines, dictionaries, or photocopied materials, written in Russian for use by students in exercises.

G. CONSULATE FURNISHED PROPERTY

The Consulate shall provide all needed classroom space to include all furnishing necessary for a proper working and learning atmosphere.

H. CONTRACT HOLDER'S QUALIFICATIONS

The Contract holder shall be well versed in all topics to be covered and capable of answering in-depth questions on each topic, and shall provide the required training in accordance with the Statement of Work, in a classroom setting and around town locally, based on the schedule of training and the objectives and goals for that training.

The Contract holder shall possess experience in teaching Russian language classes and possess a University Degree and a teacher's certificate.

The Contract holder shall be fluent in English, comparable to a 4/4 speaker on the Foreign Service Institute's language scale.

I. SPECIFIC TASKS

The Contract holder will be responsible for the overall development and management of three distinct language programs, namely Language Partners, Individual Instruction, and Survival Russian. The Contract holder will develop a course curriculum, provide instruction, and manage all related activities, including but not limited to reviewing assignments and leading class-related field trips.

The Contract holder will develop a course curriculum and provide instruction specific to each of the three programs as described below to employees and/or family members of employees of the U.S. Consulate in St. Petersburg. Course preparations shall include individual lesson plans, which shall be verified by the Post Language Officer (PLO). Instruction shall include further development of speaking, vocabulary, listening, grammar and reading skills to permit employees and family members to accomplish the goals of the training as described below.

- A. Language Partners – The goal of this program is to enhance comfort and fluency in everyday speech for those who already have at least an intermediate level of Russian. The program should have an informal conversational style. The Contract holder will be responsible for a written curriculum including different themes of discussion as well as in-class exercises and out-of-class assignments that target specific areas for improvement. This course shall be available for up to 12 Consulate employees and/or EFMs who will receive up to two hours a week of instruction individually.
- B. Individual Instruction – This course is designed for the Deputy Principal Officer, the Political/Economic Officer, the ACS Chief, and the Public Affairs Officer, who, due to the constant variation of their work schedule, cannot attend group classes. For these classes, the Contract holder will develop a personalized course of work focusing on each individual's areas for improvement, taking into account specific requests of the students. Each lesson will include an intensive classroom session focusing on specific, situational vocabulary, grammar, reading and writing skills.
- C. Survival Russian – The Contract holder will design a year-long course targeted primarily at building basic communication skills. The teaching style should be experiential, with emphasis on at-home/in-class preparation (using the CD-ROM Out and About in St. Petersburg), field-based language usage, and

in-class synopsis. Each lesson will be made up of two class sessions. The first will be an intensive classroom session focusing on specific, situational vocabulary. The second section will be a real-life field trip where students are able to put vocabulary and customs into use. This course shall be available for small groups of no more than four.

Topics to be covered should include:

1. Recognizing and reading the Russian alphabet (walking field trip of city blocks around the Consulate to point out and read signs – local pharmacy, food market, bread store, etc.)
2. Greeting and introductions/courtesy requirements
3. **Shopping: Greetings, Bargaining, Numbers**
 - o Food (field trip to a local food market)
 - o Clothing
 - o Souvenirs
4. Emergencies: Emergency Vocabulary, Asking for Help
 - a. *Car trouble, Names of Car Parts, Service Issues Health problems*
 - b. *Pharmacy vocabulary*
 - c. *Hospital vocabulary*
 - d. *Ambulance vocabulary*
 - e. *Accidents and police assistance*
 - f. Other
5. Getting around: Asking and Giving Directions
 - a. Using the metro system (field trip to local metro station, purchase ticket, plan trip)
 - b. Using the bus system
 - c. Taxi vocabulary, calling for a taxi, telling the driver where to take you
 - d. Getting to the airport
 - e. Gas station vocabulary
 - f. Road signs and recognizing and what they mean (field trip walking tour of local road signs)
6. Restaurants (field trip to a restaurant)
 - a. Menu choices, appetizers, drinks, main course
 - b. Ordering at fast food establishments
 - c. Ordering at bars/cafes
 - d. Ordering at restaurants
 - e. How to tell the waiter that your order is not correct
 - f. Making reservations
 - g. Asking for the bill
 - h. Local tipping practices
7. Using the telephone
 - a. How to tell someone they have the wrong number
 - b. Ask who is calling
 - c. Making appointments
8. Finding and using services (repair services, child care, domestic help vocabulary, etc.)
9. Events and recreation
 - a. How to find tickets
 - b. How to buy tickets

10. Other needs

J. STUDENT PROGRESS DOCUMENTATION AND TRAINING RECOMMENDATIONS

The Contractor's instructor(s) shall be responsible for documenting each student's progress in training, and for preparing a training recommendation for each student. The student's progress will be reported to the student biweekly. The instructor will document the student's progress as measured performance under each lesson module. The Contractor shall prepare training recommendations that state specific plans for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training techniques.

K. STUDENT COUNSELING

The Contractor's instructor(s) shall be responsible for counseling each student in the student's performance, and for preparing and discussing with the student any corrective actions which may assist the student in the improvement of their performance. The student's progress will be discussed with the student on a bi-weekly basis, and the Instructor shall document the training recommendations made to direct the student's progress. The Contractor shall provide weekly counseling to all students considered in danger of failing the proficiency tests. The counseling sessions should result in specific tasking for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training techniques, as needed to improve student performance.

L. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Performance Threshold
<u>Services</u>	All required services are performed and no more than one (1) customer complaint is received per month

M. SURVEILLANCE

1. The COR will receive and document all complaints from Government personnel regarding the services

provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

2. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

3. PROCEDURES:

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

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2007), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27B).

FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEC 2007)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.225-13 Restrictions on Certain Foreign Purchases (AUG 2007)

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

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

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

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5 sessions, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 2000 sessions.

(2) Any order for a combination of items in excess of \$10,000.

(c) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with

the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

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

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

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 Post Language Officer, Carl Watson.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (NOV 2007), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror

complies with the requirements of FAR 9.1, including:

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

SECTION 5 – CERTIFICATIONS AND REPRESENTATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2008)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) reserved

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) 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 U.S.C. 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.

(3) *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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *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 _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(c) reserved

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

- (i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

- (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) reserved

(f) reserved

(g) reserved

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) 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 Federal, state or local government 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;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *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.

(B) *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.

(ii) *Examples.*

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

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

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

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

(i) reserved.

(j) reserved.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small

portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (1)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____.