

Tuesday, May 19, 2020

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number - **191V1020Q0010**

The Embassy of the United States of America invites you to submit a quotation for attorney services for a real estate transaction.

Your proposal must be submitted in a sealed envelope marked "Quotation Enclosed" to the below address on or before **4:00pm on Friday, June 5th, 2020.**

Procurement & Contracting Office
Attn: Contracting Officer
“Legal Services” # 191V1020Q0010”
American Embassy Abidjan

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section A
3. Additional information as required in Section I.

Please direct any questions regarding this solicitation to Mrs Assy-Traore Bintou by letter or telephone at Tel: 2249-4000 during regular business hours or by email at traorebx@state.gov .

The successful offeror(s) will be required to have a DUNS number and be registered in SAM/CCR through the following sites: DUNS – www.dnb.com and SAM/CCR www.sam.gov .

Sincerely,

Roland Dixon, Jr.
Contracting Officer

Enclosure: 191V1020Q0010

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 2	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER PR9183245	5. SOLICITATION NUMBER 191V1020Q0010	6. SOLICITATION ISSUE DATE 05/20/2020	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Assy-Traore Bintou		b. TELEPHONE NUMBER (No collect calls) (225) 2249-4390	8. OFFER DUE DATE/ LOCAL TIME 06/05/2020	
9. ISSUED BY PROCUREMENT OFFICE AMERICAN EMBASSY 01 BP 1712 ABIDJAN 01			CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	12. DISCOUNT TERMS
15. DELIVER TO GENERAL SERVICES OFFICE MARCORY VGE ENTRE EX-PREMOTO ET TRIGONE			CODE	16. ADMINISTERED BY Assy-Traore Bintou, Procurement Supervisor		
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY EFT BUDGET AND FINANCE OFFICE American embassy. Abidjan 01 BP 1712 ABIDJAN 01 TEL: 2249-4696		
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Legal Services of Local Counsel Services for US Mission					
(Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<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 checked="" type="checkbox"/> ARE <input 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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 _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Roland Dixon, Jr., CO		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
PARTIAL	FINAL		<input type="checkbox"/> COMPLETE	<input type="checkbox"/> PARTIAL	<input type="checkbox"/>
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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SF-1449 COVER SHEET

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A. PRICES

A.1. Value Added Tax

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

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	_____		_____	_____

SECTION B – STATEMENT OF WORK

The United States Government (USG) requires legal services in connection with the disposal of properties in Abidjan, Côte d'Ivoire (addresses provided below). The services listed below may be requested at any time and not necessarily in the order presented. Bids must account for providing all services during the disposal process, including post-closing actions. Contract administration and requests for deliverables will be handled through the Contracting Officer (“CO”), and Contracting Officer’s Representative (“COR”) or Assistant Contracting Officer’s Representative (“ACOR”).

B. THE CONTRACTOR SHALL:

1. Provide **legal opinion** and flow chart consisting of information and details of the local sale process through closing and final registration of the sale, including procedures, expected time frames, all related fees (including shared sale-fees by parties), and expenses in closing property sale/s, and deliver this report within two (2) weeks of receipt of a “Notice to Proceed”.
2. Provide **legal services** in regard to property sale/s, including the below tasks:
 - Provide a detailed description of any requirements that the USG must notify the local government, including specific agencies, of the transfer, and any additional applicable host government approvals or certifications that are required by the local government, before, during and after the property transfer.
 - Assist the U.S. Embassy in drafting and applying for waivers of registration, transfer, sales taxes or charges to which the USG is entitled to an exemption under international law and treaty, if requested.
 - Review the USG standard sales contract (to be provided) for compliance with local law and custom. **Standard USG provisions are to be retained to the maximum extent possible.** If any explanations, changes and/or modifications are required, coordinate with the appropriate individuals within the Bureau of Overseas Buildings Operations (OBO) in Washington, DC, and the local personnel based at the U.S. Embassy in **Abidjan, Côte d'Ivoire**. The contract should provide for conveyance of the property in “as is” condition, without continuing warranty of title, and shall not grant a unilateral right for the Buyer to terminate or otherwise cancel the contract.
 - Recommend further modifications/final modification to the sales contract, if necessary, and provide a translation, prepared by a qualified, certified translator, of the final package.
 - Review any USG-supplied documents, in addition to the standard sales contract. Provide advice and comment on their acceptability under local law and practices. Propose revisions as needed to ensure that the documents comply with local laws and practices.
 - Prepare and register all appropriate documents required for formal transfer of title. Coordinate with a reputable Public Notary (if necessary) for the preparation of all final sales documents. Conduct the closing of the transaction.

- Advise when a sale or transfer is legally considered final as well as any post-settlement procedures that may delay relinquishing full ownership rights to the Buyer or Transferee of the property.
 - Provide an estimate of how long the process typically takes to fully transfer property rights after a contract is ratified.
 - Confirm that all taxes normally assigned to the seller/transferor (USG) for the transfer will be waived.
 - Summarize the costs that are usually paid by each party, both as a matter of custom and as a matter of law in order to determine whether the USG will be entitled to any exemptions from payment. When custom and the law are in conflict explain which rule is typically followed.
 - Research and advise the USG on whether any local currency, VAT and other tax laws will affect the transaction.
 - Participate in any necessary meeting/s, and facilitate and meet with the local government/authorities to process and conclude the property sale/s.
 - Provide any and all other legal service/s, that is/are not specifically noted in this Statement of Work, and that is/are necessary to conclude the property sale/s.
3. Perform legal due diligence of the land title for the purpose of selling the properties including:
- List of the properties, including addresses and land registry numbers.
 - Review any original USG provided documents that conveyed a property interest to the USG, and report if there are any limitations on how the property may be disposed of.
 - Perform a title search for each disposal property. Confirm whether any surveys attached to the title deed conform to the description in the title deed, and that the property is free and clear of any encumbrances, whether or not registered.
 - Provide a report that details any title discrepancies to the U.S. Embassy and OBO immediately once a title search is performed. Include the description of the problem, the path to resolution, and the timeline to resolve.
 - Explain the procedure to obtain replacement documents in the event that USG provided documents and your research do not affirm that the USG has clear title or an alienable interest in the property, and assist in obtaining those documents.
 - Participate in any necessary meeting/s, and facilitate and meet with the local government/authorities to process and conclude the property sale/s.
 - Provide any and all other legal service/s, that are not specifically noted in this Statement of Work, and that is/are necessary to conclude the property sale/s.
4. Prepare, execute and submit pre and post-sale certification.
5. Submit firm-fixed-price monthly invoices to the U.S. Embassy. Fixed price are to include all telephone communications and travel expenses necessary in processing and completing this sale/s.
6. Submit property sale fee/s in accordance with the **Abidjan, Côte d'Ivoire** government law

and regulations during the sale/s transaction.

7. Submit one-time-fixed-price for the Notary fee after the transaction.

Property Addresses:

Property	Address	Type	Property Size
1	Villa Kouadio Lot No. 2382, D-38, II Plateaux	Residence	326.36 Gross m2
2	G-03 Villa Kerroux, Lot No. 2191, Plot 191, 31H Quartier	Residence	155.24 Gross m2
3	Villa Niamien, Lot 12F, Quartier Silence, G-10, 2PLTX, Gobele	Residence	443.13 Gross m2
4	C-06 28, Rue De La Canebiere, Old Cocody, Bingerville	Residence	148.64 Gross m2
5	C-02 18, Rue De La Canebiere, Old Cocody, Bingerville	Residence	148.64 Gross m2
6	C-04 20, Rue De La Canebiere, Old Cocody, Bingerville	Residence	148.64 Gross m2

Submission Requirements:

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

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

C. INSPECTION AND ACCEPTANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access 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 (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

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

CLAUSE TITLE AND DATE

52.242-15 STOP-WORK ORDER (AUG 1989)

E. CONTRACT ADMINISTRATION DATA

E.1. Contracting Officer's Representative

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

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

(b) The COR for this contract is **Housing and Leasing Supervisor.**

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: American Embassy Abidjan
AbidjanFMOinvoices@state.gov

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

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.

52.252-2 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. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> to see the links to the FAR. You may also utilize Internet “search engines” (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 (NOV 2013)
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2020)

- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
- 52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENFORCING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.227-17 RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)
- 52.232-25 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 (AUG 2019)
- 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)

FAR CLAUSES PROVIDED IN FULL TEXT

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

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

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

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

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

(End of clause)

SECTION H - LIST OF ATTACHMENTS

EXHIBIT A – PROPERTY ADDRESSES:

Property	Address	Type	Property Size
1	Villa Kouadio Lot No. 2382, D-38, II Plateaux	Residence	326.36 Gross m2
2	G-03 Villa Kerroux, Lot No. 2191, Plot 191, 31H Quartier	Residence	155.24 Gross m2
3	Villa Niamien, Lot 12F, Quartier Silence, G-10, 2PLTX, Gobele	Residence	443.13 Gross m2
4	C-06 28, Rue De La Canebiere, Old Cocody, Bingerville	Residence	148.64 Gross m2
5	C-02 18, Rue De La Canebiere, Old Cocody, Bingerville	Residence	148.64 Gross m2
6	C-04 20, Rue De La Canebiere, Old Cocody, Bingerville	Residence	148.64 Gross m2

SECTION I - INSTRUCTION ON HOW TO SUBMIT A QUOTATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees.

The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

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 1449 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 five (5) 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 Legal Services of Local Counsel Services then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;

- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

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

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

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

**US Embassy Abidjan
Cote d'Ivoire**

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

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

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate

information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, you may use Internet "search engines" (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 State Department.

(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 **five (5)** 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)

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.5 52.209-5 Certification Regarding Responsibility Matters.

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)