



April 27, 2012

DEPARTMENT OF STATE

Mexico Technical Surveillance System

REQUEST FOR QUOTE

SINLEC12Q0006

**UNITED STATES DEPARTMENT OF STATE
REQUEST FOR QUOTE SINLEC12Q0006**

This is a combined synopsis/solicitation for commercial items prepared per the format in Subpart 12, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a further written solicitation will not be issued.

INFORMATION TO CONTRACTORS

Contractors are reminded that information furnished under this Request for Quote (RFQ) may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business or that contain trade secrets or proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when Department of State (DoS) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed releasable.

Interested offerors shall provide a complete technical proposal with sufficient detail in order for the Government to evaluate. Offerors are encouraged to propose innovative and cost saving approaches to meet the Government's requirement. Offerors shall propose the delivery schedule for implementation of the Surveillance System.

The technical proposal shall be provided in its own file.

Offerors shall also provide a no more than a three page corporate capabilities document.

The pricing proposal shall be provided in a separate file from the technical proposal.

QUESTIONS

All questions must be submitted in writing by e-mail. Written questions relating to this RFQ will be accepted through **11:00 A.M. (local Washington D.C. time) Monday, May 7, 2012**. Any communications in reference to this RFQ shall cite the RFQ number and be directed to the following individual:

Name: Carl Henriksen
Phone: 202-716-3620
E-mail: henriksenc@state.gov

NOTICE OF RFQ CLOSING DATE AND TIME

All offers shall be submitted to the designated Government Representative at the below listed address not later than **11:00 A.M. (local Washington D.C. time) on the following date: Monday, May 21, 2012** via email.

Name: Carl Henriksen
Phone: 202-716-3620
E-mail: henriksenc@state.gov
This solicitation is a Request for Quote (RFQ).

The Government intends to award a firm, fixed price contract to the responsible offeror whose offer conforms to the solicitation and is the most advantageous to the Government, price and other factors considered for the acquisition of equipment described below to enhance the existing Technical Surveillance System currently operated by the SSP by providing additional capacity as described in the Statement of Work that follows.

EVALUATION FACTORS AND METHODOLOGY

Evaluation Factors and Methodology

The Technical Evaluation Factors (i.e. non-Cost/Price) will be evaluated using an adjectival (Outstanding, Acceptable, Marginal, Unacceptable) system with the exception of Past Performance, which will be evaluated Acceptable / Neutral / Unacceptable. The Non-Technical Evaluation Factor (i.e. Cost/Price) will be evaluated as detailed in this section. An “Unacceptable” rating in any factor will result in the elimination of a contractor’s quote from consideration for award of the task order.

The following evaluation factors listed in descending order of importance apply to this procurement and will be used to evaluate the offerors’ proposals.

Technical Approach/Understanding/Personnel

Corporate Experience

Past Performance

Price

For this Request for Quote (RFQ), technical merit (captured in the three (3) technical evaluation factors enumerated above, taken together) is significantly more important than cost/price.

Technical Evaluation Factor 1: Technical Approach / Understanding / Personnel:

Evaluation Criteria:

The Technical Approach / Understanding / Personnel will be evaluated for its demonstrated understanding of the requirement and the methodology for meeting the requirement as well as approach and timeline for implementation/delivery. Please pay

attention to the Scope of Work for relevant details and be as specific as possible to provide a clear presentation of your approach to and understanding of the requirement.

Provide job descriptions, responsibilities and titles of personnel to be working on the project. Provide resumes and explanation of the reason(s) for selection of Key Personnel, if any, who will be involved.

The Government will use the following adjectival ratings to evaluate the Technical Approach/Understanding/Personnel:

Evaluation Factor 1: Technical Approach / Understanding / Personnel	
Rating	Description
Outstanding	Demonstrates excellent understanding of requirements; recognizes critical program elements and challenges; offers industry best practices and proactive and innovative solutions; significantly exceeds performance/capability standards; shows exceptional technical expertise/strengths that will significantly benefit the Government. Proposed key personnel are highly qualified (i.e., Masters Degree is desired, not required, and program/project management professional certifications, desired but not required) and have verifiable relevant experience of five (5) or more years in a program management office. Approach has no deficiencies or weaknesses.
Acceptable	Demonstrates adequate understanding of requirements; meets performance/capability standards; has few or no strengths that will benefit the Government. Proposed key personnel are highly qualified (i.e., Bachelors Degree is desired, not required and program/project management professional certifications) and have a history of verifiable experience working in a program management office. Approach has no significant weaknesses and no deficiencies.
Marginal	Demonstrates shallow understanding of requirements; does not fully meet performance/capability standards; has one or more major weakness or deficiency which is/are correctable without major changes to the quote. Based on the contractor’s proposed key and/or non-key personnel, some doubt exists that the contractor has the key and/or non-key personnel resources to successfully perform the required effort.
Unacceptable	Demonstrates a lack of understanding of requirements; fails to meet performance/capability standards; has a major weakness or deficiencies which cannot be corrected without major changes to the quote. Based on the contractor’s proposed key personnel and non-key personnel, substantial or extreme doubt exists that the contractor will successfully perform the required effort.

Table 2.1, Adjectival Ratings for Evaluation Factor 1

Technical Evaluation Factor 2: Corporate Experience

Provide a description of the strength of corporate capabilities in meeting the requirements of the Statement of Work. Be as specific as needed to make clear the specific strengths of your corporate organization and experience.

The Government will use the following adjectival ratings to evaluate Corporate Experience:

Evaluation Factor 2: Corporate Experience	
Rating	Description
Outstanding	The Contractor organization possesses demonstrated professional experience in work similar in size, scope and complexity as that of the required effort and a well-structured and efficient organization with appropriate type and quality of skill sets; essentially no doubt exists that the contractor has the key and non-key personnel resources to successfully perform the required effort.
Acceptable	The Contractor organization meets performance/capability standards; has few or no strengths that will benefit the Government. Most proposed non-key personnel possess relevant experience and demonstrate education, professional experience and certification(s) appropriate for the positions proposed; has an adequate staffing organization to accomplish the tasks; little doubt exists that the contractor has the key and non-key personnel resources to successfully perform the required effort.; has no significant weaknesses and no deficiencies.
Marginal	The Contractor organization does not meet the criteria for “Acceptable”. Based on the contractor’s proposed key and/or non-key personnel, some doubt exists that the contractor has the key and/or non-key personnel resources to successfully perform the required effort; does not fully meet performance/capability standards; has one or more major weakness or deficiency which is/are correctable without major changes to the quote.
Unacceptable	The majority of proposed key and/or non-key personnel do not meet the criteria for “Marginal” and resumes demonstrate inappropriate or inapplicable qualifications for the positions proposed. Based on the contractor’s proposed key personnel and non-key personnel, substantial or extreme doubt exists that the contractor will successfully perform the required effort; fails to meet performance/capability standards; has a major weakness or deficiencies which cannot be corrected without major changes to

	the quote.
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Table 2.2, Adjectival Ratings for Evaluation Factor 2

Technical Evaluation Factor 3: Past Performance

The contractor shall substantiate that it has recent experience in performing the required work and demonstrate how it's past and present experience validates that it will provide expected performance and customer satisfaction. If available, the contractor will provide all Past Performance Contract Profiles (Refer to **Attachment B** – Past Performance Contract Profile) that are directly relevant to the required effort and are of similar size (dollar value), scope (substantially similar services) and complexity (degree of difficulty). Past performance references for work on similar projects shall include name, address, telephone/fax numbers and email addresses. **The contractor shall only cite experiences that have occurred for United States Federal government customers within the past 36 months prior to the issuance of this solicitation.**

Evaluation Criteria

The contractor's past performance evaluation will examine how the contractor's past and present experience/performance validates expected performance and customer satisfaction requirements based on the information provided by the contractor's references and other government sources. The past performance evaluation will examine the contractor's Past Performance Contract Profiles and the contractor's actual experiences/performance in work of similar size, scope, and complexity of efforts and actual results achieved during performance.

The Government may consider all information available on the contractor's experience and past performance. This may include information that is in addition to that which is provided by the contractor (i.e., Past Performance Retrieval System). The Government reserves the right to interview the clients identified by the contractor and may interview other clients of whom the Government is aware.

The Government may share a copy of the Past Performance Profile with the referenced customer to validate the contractor's report. To facilitate the evaluation of past performance, the contractor shall ensure the accuracy of the information furnished on references (names, addresses, and phone numbers). Failure to provide accurate or complete reference information will have a negative impact on the evaluation of the contractor's quote and may render it unacceptable.

The Government will use the following Acceptable/Unacceptable adjectival ratings to evaluate the Past Performance factor:

Evaluation Factor 3: Past Performance	
Rating	Description
Acceptable	Contractor provides a sufficient number of Past Performance Contract Profiles that are directly relevant to the required work and clearly cover the majority of the required work so that an informed decision about Contractor's Past Performance can be reached. Based on the contractor's past experience and customer past performance evaluations, little doubt exists that the contractor will successfully perform the required effort.
Neutral	Lack of Past Performance on the part of the Contractor will be neither a detriment nor an advantage to them and will be evaluated as neutral.
Unacceptable	Does not meet the criteria for Acceptable. Based on the contractor's past experience and customer past performance evaluations, substantial or extreme doubt exists that the contractor will successfully perform the required effort.

Table 2.3, Adjectival Ratings for Evaluation Factor 3

Technical Evaluations Factor 4: Cost/Price

Quote Requirement

The contractor shall provide:

- A completed Cost/Price Table in response to this RFQ, with dollar values carried out to two decimal places including full and complete descriptions of product or service being proposed.
- Any assumptions and/or exceptions made in preparing the Cost/Price Quote, by CLIN, if applicable

The Contracting Officer shall reserve the right to conduct a verification of the market reasonableness of the prices offered prior to the execution of a task order. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the quote at the discretion of the Contracting Officer. The contractor shall not be permitted to revise submissions after a determination that its offered price is unreasonable.

Evaluation Criteria

The overall price of the contract, to include any optional services or equipment selected will be evaluated. Each contractor is advised to submit its most competitive offer. The Government will review and evaluate all cost/pricing information contained within the submitted Cost/Price Quote, including discounted prices offered DoS and evaluate

burdens placed on other direct costs such as material and travel. The Government will evaluate all assumptions or exceptions and determine the risk associated with each contractor's quote.

QUOTE SUBMISSION FORMAT

GENERAL

DoS will validate and evaluate Contractor's quotes submitted in response to this RFQ. Generally, quotes will be reviewed to ensure: (1) preparation in accordance with instructions of this RFQ; (2) compliance with the requirements specified in the RFQ; and (3) accuracy of price quote.

FORMAT FOR TECHNICAL AND COST/PRICE QUOTE

Organization of Volumes

The contractor quotes shall be organized in the following volumes:

Volume I Technical Quote

Part A: Management Approach and Technical Capabilities

Section I – Discussion of the background, objectives, and work requirements of the SOW

Section II – Discussion of proposed methods and techniques for completing each task

Section III – Discussion of any anticipated major difficulties and problem areas, along with potential recommended approaches for resolution

Section IV - Discussion of major logistical considerations

Section V – Project Management Plan

Part B: Organization Experience

Section I – Staffing Plan

Section II - Description of Personnel Resources

Section III - Resumes

Part C: Past Performance

Volume II Cost/Price

General Content Requirements

The quotes (Volumes I and II) shall include a signed and dated cover letter. The cover letter shall include the following: The RFQ reference number; date the RFQ was issued; the DoS issuing office, location, and contact person; the closing date and time of the RFQ (for submission of quotes); and the name, address (street, city, state, zip) of the contractor

submitting the quote. However, the cover letter(s) shall contain no pricing or technical information. Any such information provided in the cover letter will not be evaluated. The cover letter shall also acknowledge amendments, as applicable, to the RFQ. Please note: The Department of State Seal is intended for use on official government documents only.

Each page within each volume and section shall be numbered using a consistent numbering scheme. This scheme shall also be used for all supporting documentation, such as charts, figures, diagrams, etc. that are included in each volume. Page numbering schemes that are difficult to track are not acceptable. The page limitations by volume are described below:

Volume I – Technical Quote

There is a thirty (30) page imposed on Volume I.

Volume II – Cost/Price Quote

There is no page limit on Volume II, Cost/Price.

Exclusions from the Technical Quote Page Limitations

Following are the exclusions from the page limitations:

Volume I – Technical Quote

- Cover Letter
- Table of Contents
- Corporate Capabilities Summary
- Resumes
- Past Performance

Volume II – Cost/Price Quote:

There is no page limit on the submission requirements for Volume II. However, contractors shall ensure that the cost/price quote, including the cover letter, does not include any information that should be contained in Volume I, Technical Quote. Any technical information placed in Volume II will not be passed on to the Technical Evaluation Team and such technical information will not be evaluated at all.

General Format

Following is the specified format for Volume I, Technical Quote:

12-point size type shall be used. The font shall be Times New Roman with one exception – Arial may be used for tables, figures, and graphics. The font size for tables and figures,

and any other type of inserts can be no smaller than 8 point; The font size for any graphics as it appears on the printed page can be no smaller than 8 point; margins shall be one-inch at top/bottom and left/right of the page and pages may not be reduced form. Headers and footers are allowed in the margins and their font size can be no smaller than 10 point.

Following is the specified format for Volume II, Cost/Price Quote:

12-point size type shall be used. The font shall be Times New Roman. The font size for tables and figures, and any other type of inserts can be no smaller than 8 point; The font size for any graphics as it appears on the printed page can be no smaller than 8 point; and margins shall be one-inch at top/bottom and left/right of the page and pages may not be reduced form. Headers and footers are allowed in the margins and their font size can be no smaller than 10 point. Formulas shall be included for evaluation purposes.

Caution: Pages submitted in excess of the page limits enumerated above will not be evaluated. Text and graphics with font size smaller than the minimum specified will not be evaluated. The page limitations apply to the initial offer, revisions and final quote submission (if applicable).

Each volume shall contain the following additional items:

Cover: The cover shall indicate the following:

- Title of the Acquisition
- Quote Category (Technical, Oral Presentation or Cost/Price)
- Volume Number
- RFQ Number
- Name and Address of the Contractor
- Original or Copy Number

Table of Contents: Each volume shall contain a Table of Contents, which shall provide sufficient detail in order that all the important elements are easily located. The use of tables and dividers is encouraged. No content within these pages will be considered for evaluation. Contractors shall ensure these document pages are used solely for organization of the quote.

Requirements for Style: Each contractor shall submit a quote that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFQ. Use of general or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement. Simply repeating or paraphrasing the RFQ requirements without substantive, meaningful discussion will not be acceptable. Unnecessary elaboration or presentation beyond that which is sufficient to present a complete and effective quote is not desired and may be construed as an indication of the contractor's lack of understanding of the requirements or cost consciousness. Elaborate artwork or visual or other presentation aids is neither necessary nor desired. The desire is

for clear succinct pictorials, graphs, etc. This includes Microsoft Word, Excel, and PowerPoint (as applicable and appropriate). PDF format shall be used only for scanned documents.

Use of Non-Government Support for Evaluations

Contractor support services may be used to assist the Government in performing technical evaluations of contractors' quotes submitted in response to the RFQ. Support contractors, if used, will be authorized access only to those portions of the quote data and discussions that are necessary to enable them to provide advice on specialized matter or on particular problems. Support contractors may participate as technical advisors to a source selection board. However, in no event shall support contractors participate as voting members of any source selection board.

**STATEMENT OF WORK
Mexico Technical Surveillance System**

GENERAL

The Contractor shall provide all labor, services, materials, supervision and all miscellaneous requirements necessary to accomplish the efforts described in this Statement of Work for the provision of Technical Surveillance System Expansion and Maintenance owned and operated by the Secretaria de Seguridad Publica (SSP).

BACKGROUND TECHNICAL SURVEILLANCE SYSTEM

This procurement action is undertaken to add additional capacity to the existing Technical Surveillance System. This additional capacity will provide the Government of Mexico with the capability to intercept, analyze and use intercepted information from all types of communications systems operating in Mexico. Together with the original system the requested additional capacity will continue help deter, prevent and mitigate acts of major federal crimes in Mexico that include narcotics trafficking and terrorism.

OBJECTIVE

The SSP requires at total of 107 workstations and 300 Analog Input Channels. Currently 30 Verint Reliant Monitoring System workstations and 10.x 60 Analog Input Channel are installed, requiring an additional 77 new Windows-based personal computer workstations and 10.x 240 Analog Input Channel Expansion. Verint software's Reliant Monitoring System is a proprietary product of Verint Technology Inc. originally installed in 2006 in Mexico. Provision of this additional capacity will ensure that the Mexican Government will increase the capabilities to use the system and be able to thwart and confront criminal and terrorist activity. The new equipment must function seamlessly with the existing in a single system or be entirely replaced

SCOPE

On behalf of the Government of Mexico, the U.S. Government is procuring a communications monitoring system that enables the timely receipt, processing, analysis and storage of communications from the national telephonic and other communications service providers in Mexico. Maintenance shall be performed as described in below under Period of Performance or Delivery Date. This equipment and software will be purchased by the contractor and turned over to the Government of Mexico who will be accountable for their disposition including managing any and all further arrangements for renewal licenses and maintenance after the initial period of maintenance. After the purchase is complete, the USG will not be held responsible for the licenses. In order to complete this transaction, Contractor shall be authorized to distribute in Mexico or to partner with a Mexican distributor.

PERIOD OF PERFORMANCE OR DELIVERY DATE:

The Contractor shall provide system procurement, installation, 12 months of maintenance including tech support, software patches and updates following installation. Training shall be provided for a period of six months after installation. An additional 12 months of maintenance shall be provided as an option. One year of Original Equipment Manufacturer (OEM) warranty from date of installation is required for all equipment.

Technical Support to include:

1. Telephone support 24/7
2. Onsite support:
 - a. Major problem: system is down for reason not caused by act or omission of the user / administrator – next business day, but in no case of this type shall the system be out of service for longer than 24 hours.
 - b. Non-Major Problem – 2 days
3. Equipment repair
4. Replacement/repair parts
5. Software maintenance and new releases.

PLACE OF PERFORMANCE

Work under this task order shall be performed primarily at the SSP Server location in Mexico City.

DELIVERABLES:

All deliverables shall be provided in formal printed documents, as well as in electronic format. All documentation delivered by the contractor once accepted by the USG will become the property of the Government of Mexico, SSP. The USG shall have up to twenty (30) business days, unless specifically denoted below or extended by notification, to review each deliverable product and provide oral and written comments. The response shall be coordinated with the GoM. The Contractor shall review and incorporate comments or implement directed changes, after discussion or clarification with the designated contracting officer representative (COR), and, if necessary, submit a final version of the product no later than ten (10) business days thereafter.

The contractor shall provide written deliverables and conduct all briefings in accordance with the following language markings.

- (E) – English only
- (S) – Spanish only
- (E, S) – English and Spanish

Project Management Plan. The Contractor shall provide a written project management plan to ensure all services are accomplished in accordance with the requirements of this RFQ and performed in a timely manner.

Weekly Project Report. The contractor shall provide via email weekly project reports on activities completed, pending action items, and activities planned for the following week period.

Monthly Progress Review Meetings. The contractor shall conduct monthly progress review meetings via teleconference or on-site at a location to be determined by the COR. The contractor shall provide five (5) working days in advance to the participants: an agenda, and appropriate documentation and reports for use during on-site or teleconference meeting. The contractor shall provide record minutes of the review meetings and distribute via e-mail to all participants within five (5) business days following the meeting.

Project Close-out. The contractor shall prepare a final project report to include: all work done under this contract and all equipment's manuals for hardware and software, training guides as well as local telephone numbers and contact information for technical support. The contractor shall conduct a close out briefing with the NAS COR and other USG or Government of Mexico officials as determined by the COR at the conclusion of the task order. At this close out meeting, the contractor shall present the final project report.

SPECIAL REQUIREMENTS / CONSTRAINTS

SSP has the responsibility to provide timely requested information to the COR and contractor.

SSP shall provide access to all needed servers and workstations including host names, IP addresses and domain names.

SSP shall open the system and computer ports to allow communication and exchange of data through SSP firewalls for testing.

Technical Surveillance System breakdowns due to SSP's internal issues, major power failures and other external causes are not included as part of this contract. Any such breakdowns resulting from SSP's failure to follow the manufacturer's guidelines will be invoiced directly to and paid for by SSP.

PERFORMANCE REQUIREMENTS

System Installation: The Contractor shall provide the installation of the Technical Surveillance system and maintenance services included by not limited those stated below to meet the objectives stated above.

- **Equipment Procurement and Integration Testing:** Equipment purchasing, rack and server assembly, software loading, system testing.

- **Site Preparation Guide (SPG):** Physical customer site preparations such as new electrical outlets for the new equipment rack, cooling / heat dissipation, LAN wiring / data communication between the servers and new workstations.
- **Shipment Preparation and Shipment:** The equipment is prepped and shipped to destination.
- **Site Readiness Completion:** This is when the completion of the Site Preparation Guide (SPG) (power/LAN/Cooling if needed) occurs. In order to install on site, this milestone must be completed. Preparation of the SPG is the responsibility of Contractor; Site Readiness Completion is the responsibility of the SSP.
- **Equipment Installation on site:** Physical installation of the rack, servers, software, workstations and system installation testing.
- **End User Training (Admin and Operator):** Training of both System Administrator on the new equipment additions and the new operators / analysts on the functionality of the operator workstations.
- **Site Acceptance Test / Deliverables Signoff:** Acceptance testing of the system additions and signoff of the contract deliverables.

As part of the maintenance task, the contractor shall perform installation on the components identified in the cost or technical proposal and listed below:

ATTACHMENT B

PAST PERFORMANCE CONTRACT PROFILE

Past Performance Profile – Contract Number	
Contractor:	
Performed as Prime or Subcontractor:	
Federal Agency Supported:	
Points of Contact	
Contractual: Name: Organization: Address: Telephone Number: FAX Number: Email Address:	COR/COTR: Name: Organization: Address: Telephone Number: FAX Number: Email Address:
Project Location(s) [State or Country]:	
Number of Full-Time Project Personnel:	
Actual Annual Contract Dollars (not Contract Ceiling Value): Original Annual Contract Value: Current Annual Contract Value: Explanation of Variance if applicable:	
Period of Performance:	
Type of Award (Competitive, Sole-Source, Performance Based, etc):	
Contract Type (Firm Fixed Price, Time and Materials, Cost Plus, etc.):	
Descriptions of Work Performed, including Scope and Complexity of the Effort:	
Technical, Cost or Schedule Problems Encountered and Resolution:	
Innovative Solution Applied, Cost-Savings Realized or Recognition Received:	
Actual Results Achieved against Performance Standards:	

**CONTRACT CLAUSES, ADMINISTRATION DATA AND SPECIAL
REQUIREMENTS**

Clauses

Clauses Incorporated by Reference

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

The following Provisions and Clauses are incorporated into this RFQ by reference.

52.212-1, Instructions to Offerors – Commercial Items,

52.212-3, Offeror Representation and Certifications – Commercial Items,

52.212-4 Contract Terms and Conditions – Commercial Items,

52-212-5, Contract Terms and conditions required to Implement Statutes or Executive Orders-Commercial Items.

52.217-8 Option to Extend Services (Nov 1999)

52.223-6 Drug-Free Workplace (May 2001)

52.237-3 Continuity of Services

52.243-1 Changes – Fixed Price (Aug 1981)

52.246-25 Limitation of Liability – Services (Feb 1997)

Department Of State Acquisition Regulations (DOSAR) Clauses

652.237-72 Observance of Legal Holidays and Administrative Leave (Apr 2004)

FAR and DOSAR Clauses Incorporated In Full Text

52.227-14 Rights in Data—General.

As prescribed in [27.409\(b\)\(1\)](#), insert the following clause with any appropriate alternates:

RIGHTS IN DATA—GENERAL (DEC 2007)

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

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer

software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 403\(8\)](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting

Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g) (4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

52.227-15 Representation of Limited Rights Data and Restricted Computer Software.

As prescribed in [27.409\(c\)](#), insert the following provision:

REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE
(DEC 2007)

(a) This solicitation sets forth the Government’s known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor’s facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror’s response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

52.227-16 Additional Data Requirements.

As prescribed in [27.409\(d\)](#), insert the following clause:

ADDITIONAL DATA REQUIREMENTS (JUNE 1987)

(a) In addition to the data (as defined in the clause at [52.227-14](#), Rights in Data—General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data—General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data—General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)

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

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of [17 U.S.C. 401 or 402](#) and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of [17 U.S.C. 401 or 402](#), unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides

notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

52.227-19 Commercial Computer Software License.

As prescribed in [27.409\(g\)](#), insert the following clause:

COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be—

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. _____.

52.227-23 Rights to Proposal Data (Technical).

As prescribed in [27.409\(l\)](#), insert the following clause:

RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “Rights in Data—General” clause contained in this contract) in and to the technical data contained in the quote dated _____, upon which this contract is based.

(End of clause)

52.217-8 Option to Extend Services.

As prescribed in [17.208\(f\)](#), insert a clause substantially the same as the following:

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. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. 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 30 days [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

As prescribed in [17.208\(g\)](#), insert a clause substantially the same as the following:

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 ___15 days___ [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _10___ days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(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 _____ (months) (years).

(End of clause)

52.222-50 Combating Trafficking in Persons.

As prescribed in [22.1705\(a\)](#), insert the following clause:

COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

DOSAR 652.225-70 Arab League Boycott Of Israel (Aug 1999)

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

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

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

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

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

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

(End of provision)

DOSAR 652.228-71 - Worker's Compensation Insurance (Defense Base Act) - Services (Jun 2006)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause “covered contractor employees” include the following individuals:

(1) United States citizens or residents;

(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country national where contract performance takes place in a country where there are no local workers compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department’s DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract/task order award, if applicable.

(c) The current rate under the Department of State contract is \$4.30 per \$100 of employee remuneration (January 22, 2008 through July 21, 2008) of compensation for services.

(c) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract/task order, the contracting officer shall modify this contract/task order accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g) (1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. “Persons” includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

DOSAR 652.228-74 Defense Base Act Insurance Rates - Limitation (Jun 2006)

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, “covered contractor employees” includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers compensation laws.

(b) In preparing the cost quote, the bidder/offeror shall use the following rates in computing the cost for DBA insurance:

Description	Rate
Services	\$3.60 per \$100 of employee compensation
Construction	\$4.95 per \$100 of employee compensation
Security Contractor/Guards without Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$9.45 per \$100 of employee compensation
Aviation Related Services with Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$18.00 per \$100 of employee compensation

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/quote using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid/quote.
(End of provision)

DOSAR 652-243-70 – Notices (Aug 1999)

Any notice or request relating to this task order 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 task order. All modifications to the task order must be made in writing by the contracting officer.

(End of clause)

Overseas Allowances

If paying overseas allowances (e.g., Danger Pay and Post Hardship Differential Pay) is part of the Contractor's established compensation plan or policy and if such payment is otherwise consistent with FAR Part 31, the Contractor may be paid for or recover such costs, but only if such payment/recovery is: 1) at percentages that do not exceed the percentages listed in the Department of State Standardized Regulations (DSSR); and 2) for Contractor employees who are United States citizens and whose normal workplace is not in the place of performance. The Contractor shall be paid for/recover any such costs at the task order level.

Order of Precedence

The following order of precedence applies (1) award, (2) Statement of Work (3) contractor quote/proposal.

Department Of State Invoice Instructions (11/08)

VAT RECLAMATION.

The contractor shall follow the invoicing procedures established by NAS to allow the US Embassy Mexico to reclaim the IVA/VAT taxes charged.

All purchases made in Mexico are subject to Value Added Tax (VAT) and must be paid by the Contractor. VAT or "IVA" as it is known in Mexico must be itemized in all invoices. Before the Contractor may impose and collect VAT on its "tax-relief invoices," the Contractor is required to obtain a VAT Registration Identification Number from the Secretaria de Hacienda y Credito Publico (aka Hacienda). The contractor will provide the necessary invoicing to enable the USG to obtain reimbursement for VAT. This tax relief benefit is extended only to the U.S. Government – not the Contractor – as a diplomatic privilege. The current tax-relief invoicing requirements are outlined in the paragraphs below. Notwithstanding any other provisions of this contract, in the event the Government of Mexico revises the requirements, the Contractor shall follow the new requirements as soon as the Contractor is notified in writing of the new requirements by the COR and the Contracting Officer.

The Contractor is responsible for providing the following list of items on every "tax-relief" invoice presented to the U.S. Government for payments associated with the in-country purchases of goods, materials or services required to perform this contract. Every invoice the Contractor delivers to the U.S. Government must be an original. The failure of the Contractor to follow these procedures will result in the U.S. Government's inability to secure tax relief on this project, resulting in reimbursement being denied to the contractor. Invoices for the in-country purchases described above must not include other charges, such as "work completed" or design costs. Such invoices will list separately or collectively the pre-tax price of any supplies or services provided in

country. As is required by local authorities, the Contractor will impose the appropriate tax rate against the pre-tax total of the purchases represented on the tax-relief invoice. The Contractor will submit the invoices associated with such purchases as supporting documentation for its in-country payment request. The USG will only compensate the Contractor for the tax amount provided on such invoices. Excluded from reimbursement: VAT on items such as contractor personnel housing, personal vehicles, utilities, phone charges, per diem, etc.

THE CONTRACTOR'S TAX-RELIEF INVOICES SHALL PROVIDE ALL OF THE FOLLOWING:

- a. Contractor's name and address.
- b. Contractor's Federal Tax Registry Number (F.R.C.) (aka Certificate of Fiscal Identification).
- c. Photo image of Federal Tax Registry card (aka Certificate of Fiscal Identification) on the invoice.
- d. Invoice number and complete transaction date (month, day, and year). Also, needed is the date and place of issue (lugar y fecha de expedicion). The two dates must be the same.
- e. Required Legal wording dealing with the illegal reproduction of the document. The printing company information must exhibit the date of printing and official authorization number.
- f. Customer name - "U.S. Embassy Mexico City"
- g. Embassy current address:
Embajada de los Estados Unidos
Avenida Paseo de la Reforma No 305
Colonia Cuauhtemoc
06500 Mexico, D. F.
- h. U.S. Embassy R.F.C. Number
- i. Quantity and description of acquired services or merchandise.
- j. All pricing/totals must be listed in both Mexican Pesos and U.S. Dollars.
- k. (If applicable) The number and date of customs import documents associated with all sales of imported merchandise.
- l. Invoice must say "FACTURA." All invoices ("FACTURAS") must be presented to the Embassy/COR as an original. If the invoice is not complete, the final amount to be reimbursed will be reduced by Hacienda.

The tax-relief invoice must be written in English and Spanish versions and all pricing must be in both Mexican Pesos and US Dollars solely for the purpose of tax relief. This contract is priced and paid only in U.S. dollars.

The requirements above apply to all supplies and services purchased in Mexico that are provided to the USG as part of this contract. All IVA documentation must be submitted to the COR for approval and submission to Hacienda on a monthly basis.

Non-Payment For Unauthorized Work

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the contractor of its own volition or at the request of an individual other than a duly appointed contracting officer. Only a duly appointed contracting officer is authorized to change the specifications, terms, and/or conditions of any awarded task/delivery order.

Organizational Conflict Of Interest - Special Clause (02/96)

(a) *Purpose.* The primary purpose of this clause is to aid in ensuring that the contractor (1) is not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this task order, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this task order.

(b) *Scope.* The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(1) *Technical consulting and management support services.*

(i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or quotes therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this task order for a period of three years after completion of this task order. Furthermore, unless so directed in writing by the contracting officer, the contractor shall not perform any technical consulting or management support services work under this task order on or relating to any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing.

(ii) If the contractor under this task order prepares a complete or essentially complete statement of work or specifications to be used in a competitive acquisition, the contractor shall be ineligible to participate in any capacity in any contractual effort which is based on such statement of work or specifications for a period of three years after completion of this task order. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(2) *Access to and use of information.*

(i) If the contractor, in the performance of this task order, obtains access to information such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579),

or data which has not been released or otherwise made available to the public; the contractor agrees that without prior written approval from the contracting officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the Department based on such information for a period of six months after either the completion of this task order or until such information is released or otherwise made available to the public, whichever occurs first; (c) submit an unsolicited quote to the Government which is based on such information until one year after such information is released or otherwise made available to the public; or (d) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, or financial information under this task order, it shall protect this information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

(iii) The contractor shall have, subject to patent, data, and security provisions of this task order; the right to use technical data it first produces under this task order.

(c) *Disclosure after award.* (1) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions which the contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(2) If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the task order for default.

(d) *Subcontracts.* The contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts of any tier which involve performance or work of the type specified in subparagraph (b)(1) of this clause or access to information of the type covered in subparagraph (b)(2) of this clause. The contractor shall obtain for the Department an Organizational Conflict of Interest Disclosure Statement or Representation from each intended subcontractor or consultant. The contractor shall not enter into any subcontract nor engage any consultant unless the contracting officer shall have first notified the contractor that there is little or no likelihood that an organizational conflict of interest exists or that despite the existence of a conflict of interest the award is in the best interest of the Government.

(e) *Remedies.* For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this task order,

the Government may terminate the task order for default, disqualify the contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this task order.

(f) *Waiver.* Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer shall grant such a waiver in writing.

(g) *Modifications.* Prior to any task order modification (except for the exercise of options) which (1) modifies the statement of work to add new work, (2) significantly increases the period of performance, or (3) changes the parties to the task order, the contractor shall submit a current Organizational Conflict of Interest Certification and Disclosure.

Safeguarding Of Information

The contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under any awarded task/delivery order which has not been made public, except in the necessary performance of their duties or upon written authorization of the contracting officer. All documents and records (including photographs) generated during the performance of work under this task order and any awarded task/delivery order shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under any awarded task/delivery order shall be published or disseminated through any media without the prior written authorization of the contracting officer. These obligations do not cease upon the expiration or termination of any awarded task/delivery order. The contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

Smoke-Free Workplace Notice

- a. The Department of State has been designated a smoke-free workplace.
- b. *Definitions.* “Smoking” means a lighted cigar, cigarette, pipe or other tobacco product. “Smoking Areas” means those designated exterior spaces where the smoking of tobacco products is permitted.
- c. *Applicability.* The Smoke-Free Workplace policy applies to all occupants of the Main State Complex; as well as all Department of State occupied space in other domestic buildings, whether owned, rented or leased, and to all Department of State owned, rented, or leased vehicles.
- d. *Policy.* It is the policy of the Department of State to promote a healthy environment. Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

Terrorist Financing

U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor, and its subcontractors, to ensure compliance with these Executive Orders and laws.

(End of clause)