Request for Proposal
RFP-PTF-17-02

“Country Coordinator for USAID funded Power the Future Central Asia Regional Program”

Issuance Date: December 20, 2017
Deadline for Receipt of Questions: December 20, 2017 at 06:00 PM Astana time
Closing Date and Time: December 27, 2017 at 06:00 PM Astana time

Issuance of this RFP does not constitute an award commitment on the Tetra Tech ES, Inc., nor does it commit to pay for any costs incurred in preparation or submission of comments/suggestions or a proposal. Proposals are submitted at the risk of the offerors. All preparation and submission costs are at the offeror’s expense.
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1. INTRODUCTION

The purpose of this RFP is to provide the Country Coordinators within the Scope of Work (SOW) specified in the Attachment A - Technical Specification for the USAID funded Power the Future Activity Project in Central Asia.

2. BIDDER’S QUALIFICATIONS

Bidder must provide the following information and references in order to be qualified for the procurement process:

1. Company’s information, including official registered title, type of business, address, and contact person information.
2. A short description of the company and of past similar experience
3. Overall technical approach to fulfill the specifications defined in Attachment A – Technical Specifications.
4. Certification that company is not owned or controlled in total or in part by any entity of any government.
5. Certification by any subcontractor engaged by the company for this project that the subcontractor is not owned or controlled in total or in part by any entity of any other government.
6. The Offeror shall complete and sign the Representation and Certifications found in Attachments C to this document, and include them with the Offeror’s proposal. Proposals that do not include these certifications will not be considered.

3. SOURCE, ORIGIN AND NATIONALITY RESTRICTIONS

The authorized geographic codes for procurement of goods and services under this Contract are 110 and 937 for the prime Contract and its subcontractors or as specified in task order. Code 937 is defined as the United States, the cooperating/country, and developing countries other than advanced developing countries, and excluding prohibited sources. Code 110 is defined as the United States, the independent states of the former Soviet Union, or developing country, but excluding any country that is a prohibited source. Source and Nationality rules can be found in USAID regulation ADS 310, available here: https://www.usaid.gov/sites/default/files/documents/1876/310.pdf. The preference will be given to local Macedonian firms.

4. SUBMISSION OF PROPOSALS

All Proposals are due on December 27, 2017 by no later than 06:00 PM local time (Astana). Proposals must be submitted via e-mail at the address oleg.ryaskov@tetratrech.com in the following formats: Adobe Acrobat or Microsoft Word and/or Excel.

All Proposals must fully respond to the Technical Specifications enclosed as Attachment A and Attachment B. Proposals received after the above-stated due date and time will not be considered for this procurement.
5. QUESTIONS AND CLARIFICATIONS

All questions or clarifications regarding this RFP must be in writing and submitted, in English, to oleg.ryaskov@tetratech.com no later than December 27, 2017 at 06:00 PM local time. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients.

Only written answers from Tetra Tech will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Tetra Tech, or any other party, will not be considered official responses regarding this RFP.

6. PROPOSALS PREPARATION INSTRUCTIONS

All Offerors must follow the instructions set forth herein in order to be qualified for the procurement process. If an Offeror does not follow the instructions set forth herein, the Offeror’s Proposals may be eliminated from further consideration or the proposal may be downgraded and not receive full credit under the applicable evaluation criteria.

Separate Technical and Price Proposal must be submitted. All proposals should be submitted in English.

Technical Proposal

The suggested outline for the technical proposal is stated below:

A. Organization’s Information
   1. Organization’s information, including official registered title, type of business, list of offices if applicable, address, telephone, fax and website.
   2. Organization’s DUNS number
   3. Authorized point of Contact with phone number(s) and email address
   4. Experience of the firm of at least 5 years in the public and private sector

B. Company Technical Capability

Description of organization, including of activities/qualifications carried out similar to the scope of work requested.

C. Proposed Staff

Present a narrative that includes the following:

1. Team composition (names, specialties/area of expertise, position/role, etc.), with detailed bios, and task assignments to perform the activities described in the SOW.
2. Curriculum Vitae (CV) for all labor categories named in the Attachment A. (CVs shall be limited to 3 pages each) that describes their experience and lists the following:
   a. Affiliation/Organization
   b. Education
   c. Years of Professional Experience
   d. Relevant Experience to the SOW in this RFP
   e. Fluency in English and Macedonian
In addition to presenting the CVs, bidders should complete and include the table below:

<table>
<thead>
<tr>
<th>Proposed Personnel's Name, Last Name</th>
<th>Proposed Position under this assignment</th>
<th>Qualification</th>
<th>Years of Professional Experience</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

**Price Proposals**

Tetra Tech intends to award a Time and Materials subcontract to accomplish the objectives of this RFP.

**A. Detailed Budget**

Bidder shall complete the Table 1 of the Attachment B “Detailed Budget” in order to allow Tetra Tech ES, Inc. to compare all quotes and make a competitive selection. The budget should include fully-loaded daily labor rates/categories. Expenses and other direct costs should be budgeted at cost.

Bidder shall provide unit pricing in local Kazakhstan currency. Prices quoted in this document shall be valid for a 30-day time period, include all taxes and other costs and the VAT tax originated in the Republic of Kazakhstan.

**B. 1420 Forms for the proposed personnel**

For each staff member proposed, the Offeror shall submit a completed and signed USAID 1420 forms. USAID form 1420 can be downloaded here: [https://www.usaid.gov/forms/aid-1420-17](https://www.usaid.gov/forms/aid-1420-17)

**C. Proposed Billing Rates Certification**

Document on company letterhead certifying the labor rates being proposed are standard rates and have been previously billed to clients for similar work.

**D. Representations and Certifications**

These documents can be found in Attachments C of this RFP and must be submitted as part of the Cost Proposal.

Tetra Tech reserves the right to conduct discussions with selected offeror(s) in order to identify the best value offer. Award of any resulting Subcontract Agreement shall be made by Tetra Tech on a best value basis, with evaluation of proposed price as well as proposed services and implementation schedule.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.
7. **EVALUATION CRITERIA**

Award will be made to the bidder representing the best value in consideration of past performance, qualifications and price factors. Technical criteria are more important than cost, although prices must be reasonable and will be considered in the evaluation. Bidders are encouraged to provide a discount to their standard commercial rates.

Tetra Tech reserves the right to conduct discussions with selected bidder(s) in order to identify the best value offer. Award of any resulting Subcontract Agreement shall be made by Tetra Tech on a best value basis. Tetra Tech reserves the right to request a test assessment from bidders to assess their qualifications.

The submitted technical information will be scored by an evaluation committee using the following technical evaluation criteria (60 points) and cost proposal (40 points).

Proposals will be scored on a 100 point scale. Available points for each evaluation factor are given below.

**Technical Proposal (60 points)**

<table>
<thead>
<tr>
<th>Evaluation Criteria for Technical Proposal</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.  Technical Capability</td>
<td>10</td>
</tr>
<tr>
<td>II. Company Proposed Staff</td>
<td>40</td>
</tr>
<tr>
<td>III. Company Past Experience</td>
<td>10</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>60</strong></td>
</tr>
</tbody>
</table>

**Price Proposal (40 points)**

The lowest qualified financial proposal will receive the maximum score of 40 points. Bidder should submit a Detailed Budget reflecting the cost of completing the scope.

Bidders shall complete the Attachment B – Detailed Budget. Labor rates quoted in this document shall be fully-burdened with all indirect costs, taxes and fee, if any. The period of performance is 30 months.

Tetra Tech reserves the right to conduct discussions with selected bidder(s) in order to identify the best value offer. Award of any resulting Subcontract Agreement shall be made by Tetra Tech on a best value basis, with evaluation of proposed price as well as proposed services and implementation schedule.

8. **TERMS OF PAYMENT**

Payment terms for the awarded Subcontract Agreement shall be net forty-five (45) days after satisfactory completion and acceptance of services and deliverables as approved by the Chief of Party of Power the Future Activity Project. Payment shall be made by Tetra Tech ES, Inc. via bank wire transfer. No advance payments will be provided.

9. **DUNS NUMBER AND SAM.GOV REGISTRATION**
If the proposed fixed price is above $30,000, the successful bidder will be required to furnish a DUNS number and proof of SAM.gov registration within 24-48 hours of notice of award. Information regarding obtaining a DUNS number may be found here: https://fedgov.dnb.com/webform

10. NEGOTIATIONS

Best offer Proposals are requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, Tetra Tech reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a subcontract. Furthermore, Tetra Tech reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly-rated Proposals. Highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range.

11. MULTIPLE AWARD/NO AWARD

Tetra Tech ES, Inc. reserves the right to issue multiple awards. Tetra Tech ES, Inc. also reserves the right to issue no awards.
Scope of Work: Country Coordinator for USAID funded Power the Future Central Asia Regional Program

Delivery Period: January 3rd, 2018 – August 28th, 2019

Background

Tetra Tech is implementing the Power the Future Program (PtF) under a four-year contract with USAID since end-August 2017. PtF will enhance regional cooperation on shared energy resources, working across the five countries of Central Asia to accelerate the transition to clean energy. While the work will be most significant in Kazakhstan, PtF will work in each country of Central Asia, following international best practices, to create effective enabling environments for private sector investments in renewable energy (RE) that accounts for the low wholesale and retail electricity prices that are common throughout the region. PtF will also support development of policy and regulatory preconditions for investment in RE and energy efficiency (EE). Through improved efficiency, support for renewable energy projects, and new efforts to catalyze local renewable energy investment, USAID aims to create economic development opportunities across the five countries of Central Asia.

Tetra Tech will provide a variety of implementation support services for PtF including renewable energy policy design and support, power system planning and operational support, competitive procurement support, improving energy efficiency, advancing NDC transparency, knowledge management, coordination, demonstrations and pilots. The two main objectives being carried out under the PtF are:

Objective 1: Support Kazakhstan to Meet NDC and Clean Energy Goals

Objective 2: Increased Regional Deployment of Clean Energy

Within each these, there are related tasks and activities. Each task has a Task Leader who guides and manages its activities. In addition, a Chief of Party (COP) is responsible for the overall management of PtF in coordination with Energy Technical Expert, DCOP and contracts manager.

Country Coordinator will provide assistance to the COP, DCOP and Energy Technical Expert in implementation of PtF program activities in countries of operations with focus on regional activities in accordance with the approved work plan. Country Coordinator will have the following general, administrative and technical responsibilities under supervision of PtF management.

General Responsibilities

- Support COP, DCOP and Energy Technical Expert in all activities pertaining to increasing deployment of clean energy in Central Asia Region;
- Assist in increased regional deployment of clean energy;
- Assist in developing and reviewing laws, regulations, policies on renewable energy, energy efficiency, competitive energy procurement;
- Communicate with relevant government and other stakeholders responsible for clean energy development and provide timely updates;
- Establish sound working relationships with USAID, other donors, and host country counterparts;
- Support COP, DCOP and Energy Technical Expert in administration of program activities.
Administrative Responsibilities
- Assist the COP, DCOP and Energy Technical Expert in planning and implementation of project activities;
- Support and coordinate project activities with counterparts in countries of program operation;
- Provide support to expatriate staff and consultants to assist them in their respective assignments, as needed;
- Support COP, DCOP and Energy Technical Expert in ensuring timely and quality deliverables of PtF program;
- Collect and provide data to the COP, DCOP and Energy Technical Expert, as requested, regarding program activities and trainings;
- Support other program activities as requested by COP, DCOP and Energy Technical Expert.

Technical Responsibilities
- Conduct national assessment of power sector policy, regulatory and technical framework with reference to RE and EE development;
- Conduct legal, regulatory and technical review and provide analysis and recommendations on activities under PtF approved work plan;
- Collect necessary background technical, operational, financial and environmental information related to EE potential in power generation as requested by PtF management;
- Collect and analyze the current RE and EE data, information and databases availability in countries of program operation;
- Provide analyses and support in establishment of RE Advisory Board and related activities;
- Provide assistance in preparing and facilitating meetings under RE Advisory Board including necessary logistical support and woman engagement;
- Identify training needs and partner institution and support in RE and EE capacity building trainings and workshops and other knowledge management activities;
- Support in development and implementation of Knowledge Management Portal;
- Participate in conferences, seminars, workshops and other meetings as needed;
- Support other program activities as requested by COP, DCOP and Energy Technical Expert.
ATTACHMENT B

PROPOSED DETAILED BUDGET

TABLE 1- Detailed Budget

Proposed budget is in Time and Material based on the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1</th>
<th></th>
<th>Year 2</th>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>unit cost</td>
<td>units</td>
<td>cost</td>
<td>unit cost</td>
<td>units</td>
</tr>
<tr>
<td>Total Direct Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LABOR (rate; level of effort; total)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title, Labor Category- Name, Last Name (Full time / Short Term)</td>
<td>$0.00</td>
<td>days</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title, Labor Category- Name, Last Name (Full time / Short Term)</td>
<td>$0.00</td>
<td>days</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title, Labor Category- Name, Last Name (Full time / Short Term)</td>
<td>$0.00</td>
<td>days</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title, Labor Category- Name, Last Name (Full time / Short Term)</td>
<td>$0.00</td>
<td>days</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Direct Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel, Transportation &amp; Per Diem</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Airfare</td>
<td>$0</td>
<td>0 trips</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem Meal</td>
<td>$0</td>
<td>0 days</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem Lodging</td>
<td>$0</td>
<td>0 days</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel Miscellaneous</td>
<td>$0</td>
<td>0 trips</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>$0</td>
<td>0 people</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Ground Transportation</td>
<td>$0</td>
<td>0 days</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td>$0</td>
<td>0 trips</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DBA Insurance</td>
<td>2.00%</td>
<td>$</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Travel, Transportation &amp; Per Diem</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Direct Costs</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Other Direct Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL ESTIMATED COST</td>
<td>$ -</td>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

*LOE = Level of Efforts, budgeted number of days assigned for the work

Rate = fully loaded daily rate

Prices quoted must be valid for 30 days, and account for ALL remuneration, per diem, travel, communications, report reproduction and other out-of-pocket expenses, taxes and other costs, but including the VAT tax that may be originated in the Republic of Kazakhstan. On this basis Tetra Tech will issue a Time and Material Subcontract, and payment shall be based upon acceptance of services and deliverables described in the Attachment A.
ATTACHMENT C

REPRESENTATIONS AND CERTIFICATIONS

1. Name of Subcontractor:

2. DUNS Number:

3. Nationality of Subcontractor:

4. Official address of Subcontractor:

5. Subcontractor Taxpayer Identification Number (TIN) or SSN:

   (please use one box per number or dash)

This should be the same number the Subcontractor uses for reporting income tax and other returns. The TIN may be used by the U.S. Government to collect and report on any delinquent amounts arising out of the Subcontractor’s relationship with the Government (through Tetra Tech), as per 31 USC 7701(c)(3). The TIN number provided may be matched with IRS records to verify the accuracy of the Subcontractor’s TIN and income paid under the contract. Failure to provide the information requested may result in backup withholding (currently 30%) on any payments under the contract pursuant to IRS regulations.

   if not provided, please select reason for not providing:
   
   □ Subcontractor is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of trade or business in the United States of America and does not have an office or place of business or fiscal paying agent in the United States of America
   
   □ Subcontractor is an agency or instrumentality of a foreign government
   
   □ Subcontractor is an agency or instrumentality of the US Federal Government

By signing below, the Subcontractor certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature: ___________________________ Date: ___________________________

Name of and title of authorized signature: __________________________________________

Subcontractor: ________________________________________________________________
6. Type of organization:
- sole proprietorship
- partnership
- corporate entity (not tax-exempt)
- corporate entity (tax-exempt)
- US Government entity (Federal, state, or local)
- foreign government
- international organization (as per 26 CFR 1.6049-4)
- other (please specify): ________________________________

7. Common Parent (for Subcontractors only)
- Subcontractor is not owned or controlled by a Common Parent as defined below:

   A Common Parent, as used in this Certification, means a 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 Subcontractor is a member.

- Name and TIN of Common Parent
  Name: ________________________________
  TIN: _______ - _________

8. Place of Performance

During the performance of services / delivery of supplies under contract with Tetra Tech, the Subcontractor:
- does not intend
- intends

to use one or more plants or facilities located at a different address from the address listed in line 3 of this certification.

If the Subcontractor’s answer is “intends,” please provide address or addresses of additional locations. Please also provide name and address of owner and operator of the plant or facility if other than Subcontractor.

By signing below, the Subcontractor certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature: ____________________________ Date: ________________________________

Name of and title of authorized signature: _______________________________________

Subcontractor: ________________________________________________________
9. Small Business Program Representations

(i) Representations

(a) The Subcontractor represents that it

☐ is  ☐ is not  a small business concern.

[Complete items b-d only if your response to 10.(i)(a) was affirmative.]

(b) The Subcontractor represents, for general statistical purposes, that it ☐ is  ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(c) The Subcontractor represents, for general statistical purposes, that it ☐ is  ☐ is not a woman-owned small business concern.

(d) The Subcontractor represents, for general statistical purposes, that it ☐ is  ☐ is not a veteran-owned small business concern.

(e) [Complete only if your response to 10.(i)(d) was affirmative.] The Subcontractor represents that it

☐ is  ☐ is not a service-disabled veteran-owned small business concern.

If 8(a) certified, the Subcontractor may be requested to provide further supporting documentation.

(ii) Definitions, as used in this provision

(a) Service-disabled veteran-owned small business concern

i. Means a small business concern:
   1. not less than fifty-one percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned businesses, not less than fifty-one percent of the stock of which is owned by one or more service-disabled veterans; and
   2. the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

ii. Service-disabled veteran means a veteran, as defined in 38 USC 101(2), with a disability that is service-connected, as defined in 38 USC 101(16).

(b) “Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, qualified as a small business under the criteria set forth in 13 CFR Part 121, has less than 500 employees and less than $5,000,000 in annual revenues.

(c) “Veteran-owned small business concern,” means a small business concern:

i. not less than fifty-one percent of which is owned by one or more veterans, as defined in 38 USC 101(2), or in the case of any publicly owned business, not less than fifty-one percent of the stock of which is owned by one or more veterans; and

ii. the management and daily business operations of which are controlled by one or more veterans.
(d) “Woman-owned small business concern,” means a small business concern:
   i. that is at least fifty-one percent owned by one or more women, or in the case of any publicly
      owned business, at least fifty-one percent of the stock of which is owned by one or more
      women; and
   ii. whose management and daily business operations are controlled by one or more women.

By signing below, the Subcontractor certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature: __________________________ Date: __________________________

Name of and title of authorized signature: ______________________________

Subcontractor: ______________________________
10. Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
(FAR 52.209-5)

The Subcontractor certify, to the best of their knowledge and belief, that:

(i) The Subcontractor and/or any of its Principals:

(A) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any U.S. Federal Government agency

(B) have not within the three-year period preceding this certification, 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, or receiving stolen property; and

(C) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) (A) The Subcontractor, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B) & (C) of this provision, has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws:

(1) been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of the law.

(B) if the Subcontractor has responded affirmatively, the Subcontractor shall provide additional information if requested by the Contracting Officer; and

(iii) The Subcontractor has not, within a three-year period preceding this certification, had one or more contracts terminated for default by any U.S. Federal Government agency.

(a)(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Subcontractor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Subcontractor’s responsibility. Failure of the Subcontractor to furnish a certification or provide such additional information as requested by the Contracting Officer, or to, may render the Subcontractor non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may require it to terminate the contract resulting from this solicitation for default.

By signing below, the Subcontractor certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature: ___________________________  Date: ___________________________

Name of and title of authorized signature: ______________________________________

Subcontractor: ____________________________________________
11. 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

As prescribed in 3.808(a), insert the following provision:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

(a) Definitions. As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

By signing below, the Subcontractor certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature: ___________________________ Date: _____________________________

Name of and title of authorized signature: __________________________________________

Subcontractor: _______________________________________________________________

Subcontractor, in accordance with FAR 52.203-13 and 3.1003, Contractor Code of Business Ethics and Conduct certifies that it:

- has established and made available a written code of business ethics and conduct;
- maintains an internal control system that detects and prevents improper conduct;
- timely discloses to the Office of the Inspector General and the Contracting Officer credible evidence of a significant contract overpayment, of a violation of criminal law involving fraud, conflict of interest, bribery, and gratuities, or a violation of the False Claims Act;
- fully cooperates with any U.S. Government agencies responsible for audits, investigations, and corrective actions.

By signing below, the Subcontractor certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature: ___________________________ Date: ___________________________

Name of and title of authorized signature: __________________________________________

Subcontractor: ___________________________
13. Foreign Person, Company, or Entity

   a. Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

      ☐ Does not comply with the Secondary Arab Boycott of Israel; and

      ☐ Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

By signing below, the Subcontractor certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature: ___________________________ Date: ___________________________

Name of and title of authorized signature: ___________________________

Subcontractor: ___________________________