Request for Proposal

RFP-PTF-17-03

“Providing legal services for development of Renewable Energy in Kazakhstan”

Issuance Date: January 23, 2018
Deadline for Receipt of Questions: January 30, 2018 at 06:00 PM Astana time
Closing Date and Time: February 9, 2018 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.
1. INTRODUCTION

The purpose of this RFP is to provide Legal Company 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 firms.

4. SUBMISSION OF PROPOSALS

All Proposals are due on February 9, 2018 by no later than 06:00 PM local time (Astana). Proposals must be submitted via e-mail at the address Bayan.Abylkairova@tetratech.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 language, to Bayan.Abylkairova@tetratech.com no later than January 30, 2018 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 language.

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

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>
<td></td>
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<td></td>
</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 18 months and due August 28, 2019.

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 and 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.
ATTACHMENT A

TECHNICAL SPECIFICATION

Scope of Work: Scope of Work

1. BACKGROUND

Energy is critical for economic growth across Central Asia. Providing clean, renewable energy and improving energy efficiency can solve issues of national and regional energy security, stability, and growing emissions. The US Agency for International Development has launched the Power the Future program. The goal of Power the Future is to accelerate the regional transition to cost effective, low emission, climate resilient economies, primarily through increasing the deployment of renewable energy and energy efficiency in all five Central Asian countries. Power the Future will also support development of policy and regulatory preconditions for investment in renewable energy and energy efficiency as well as information and knowledge sharing.

2. OBJECTIVE

As part of PtF Program team provide support to the Governments of Kazakhstan in the development of RE, including, but not limited to support to auctions, improvement of financial, commercial, legal, institutional, technical policy and regulatory framework for increase of investment in RE.

3. SCOPE

The Subcontractor, under the technical direction of Power the Future Chief of Party or his/her designee(s) as specified in writing shall assist Tetra Tech ES Inc. (Tt) to provide professional consulting and related services in support of TT’s implementation of the U.S. Agency for International Development’s Power the Future project. This Scope of Work provides for general activities to be undertaken under PtF program. The specific tasks will be assigned through specific Task Orders with relevant Scope. This umbrella Scope of Work includes the following tasks and activities listed below but not limited to:

1) Conduct legal comparative analyses of the latest version of RE Auction Rules and provide comments and recommendations, including relevant concept options for auctions.
2) Provide support in development and/or improvement of RE Auction documentation, methodology recommendations, RE Auction schedule and/or other documents as per request.
3) Provide ongoing support during preparation and implementation of RE Auction, as per request.
4) Conduct legal comparative analyses of current version of PPA and review other drafts developed by EBRD, IFC and other agencies, and provide recommendations and draft amendments to current PPA template and/or develop new PPA version with justification for each amendment.
5) Conduct due diligence review of the relevant legal framework regulating the current PPA template and execution process;
6) Conduct revision of recent relevant reports prepared by other donors and summarize all key barriers and recommendations, and if they were not implemented, to analyze and address barriers.
7) Conduct questionnaire and/or survey with key investment banks and some key RE developers, and identify different bankable financial models and other RE investment conditions.
8) Provide legal analysis of the potential solutions to address risks to the FSC’s medium and long-term liquidity, in connection including, but not limited to the following: review of the established international best practice and their possible application to the FSC’s structure, operations and corporate governance; implementation of sustainable cost recovery policies; providing government or
parent company (KEGOC) guarantees; changing of status and subordination of the FSC; capitalization of the FSC etc.

9) Based on all analyses develop recommendations for legal, commercial, regulatory and technical framework improvement and provide input to donors’ position paper (financial and technical input will be provided).

10) Based on comparative analyses and recommendations for first RE Auction Rules improve and/or draft new RE Auction Rules together with all necessary recommendations for policy and regulatory framework change.

11) Propose improvements to the existing framework (including primary legislation) as necessary to reflect the amendments to the approved PPA template. Develop the comparative table with proposed amendments to the laws and justification for each amendment.

12) Support in development and/or update of RE Investors guidelines.

13) Support in the analysis of the first RE Auction and international experience to carry out a comparative analysis of RE Auction process and PPA, used in the first auction, to provide viable solutions to key issues or improvements for both.

14) Support in implementation of the RE Auction process

15) Support in the analysis of the first RE Auction and international experience to carry out a comparative analysis of RE Auction process and PPA, used in the first auction, to provide viable solutions to key issues or improvements for both.

16) Support in the redesign of the RE Auction Rules and process.

17) Support in the redesign of the PPA to be used in the RE Auction.

18) Support in the implementation of the RE Auction process, including but not limited to:

   ➢ Bid Announcement: Provide assistance in the development of the auction calendar
   ➢ Bid Rules: Provide assistance in required modifications, especially if required after the clarification meetings.
   ➢ Clarification meetings: Provide assistance in organizing the events, in the Q&A sessions and in answering resulting questions.
   ➢ Buyer prequalification: Provide assistance in the legal and financial reviews.
   ➢ Bid bond: Provide assistance in the reception and review of the bid bonds.
   ➢ Performance bond: Provide assistance in the reception and review of the performance bond and the return of the bid bonds.
   ➢ PPA signature: Provide assistance in the signing of PPAs.

19) Assist during all discussions with the Ministry of Energy and other stakeholders on the presentation of the comparative table with proposed amendments to the laws.
**ATTACHMENT B**

**PROPOSED DETAILED BUDGET**

**TABLE 1 - Detailed Budget**

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

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Direct Labor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LABOR (rate; level of effort; total)</strong></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>
</tr>
<tr>
<td>Title, Labor Category- Name, Last Name (Full time / Short Term)</td>
<td>$0.00</td>
<td>days</td>
<td>$ -</td>
</tr>
<tr>
<td>Title, Labor Category- Name, Last Name (Full time / Short Term)</td>
<td>$0.00</td>
<td>days</td>
<td>$ -</td>
</tr>
<tr>
<td>Title, Labor Category- Name, Last Name (Full time / Short Term)</td>
<td>$0.00</td>
<td>days</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Subtotal Direct Labor</strong></td>
<td>$ -</td>
<td></td>
<td>0 $ -</td>
</tr>
<tr>
<td>Travel, Transportation &amp; Per Diem</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Airfare</td>
<td>0 $</td>
<td>0 trips</td>
<td>$ -</td>
</tr>
<tr>
<td>Per Diem Meal</td>
<td>0 $</td>
<td>0 days</td>
<td>$ -</td>
</tr>
<tr>
<td>Per Diem Lodging</td>
<td>0 $</td>
<td>0 days</td>
<td>$ -</td>
</tr>
<tr>
<td>Travel Miscellaneous</td>
<td>0 $</td>
<td>0 trips</td>
<td>$ -</td>
</tr>
<tr>
<td>Insurance</td>
<td>0 $</td>
<td>0 people</td>
<td>$ -</td>
</tr>
<tr>
<td>Local Ground Transportation</td>
<td>0 $</td>
<td>0 days</td>
<td>$ -</td>
</tr>
<tr>
<td>Communications</td>
<td>0 $</td>
<td>0 trips</td>
<td>$ -</td>
</tr>
<tr>
<td>DBA Insurance</td>
<td>2.00%</td>
<td>$ -</td>
<td>2.00%</td>
</tr>
<tr>
<td><strong>Subtotal Travel, Transportation &amp; Per Diem</strong></td>
<td>$ -</td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>Other Direct Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Other Direct Costs</strong></td>
<td>$ -</td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED COST</strong></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.
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 ☐ 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 ☐ 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 ☐ 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 Ti, 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.
(e) 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: _________________________________________________________
12. 52.203-13 Contractor Code of Business Ethics and Conduct (Dec 2008)

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: ________________________________