

American Embassy Juba
Kololo Rd Next EU
Compound
Date: February 22, 2019

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number 19SS3019P0030 Real Estate Consulting Services
The Embassy of the United States of America invites you to submit a quotation for real estate brokerage services at **US Embassy Juba, Kololo Road South Sudan.**

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the **Contracting Officer Kololo Road or electronically to Jubaprourement@state.gov** on or before **4:30 p.m. on March 25, 2019.**

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

1. Item #1, Pricing
2. Listing and samples of Contractor Furnished Property, Item #4;
3. Information requested in Section 3, Solicitation Provisions;
4. Section 5, Offeror Representations and Certifications

Direct any questions regarding this request for quotations to **Danielle Wood** by letter or by telephone (202) 216-6279 ext 276 (US) or +211 91 216 0321 (South Sudan) during regular business hours.

Sincerely,

Danielle Wood
Contracting Officer

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER S- 19SS3019P0030
PRICES, BLOCK 20 & BLOCK 23

GENERAL. The Contractor shall provide real estate services in accordance with requirements of this contract and the Exhibits attached to this contract.

1. General

The United States Government, through its Department of State, Bureau of Overseas Buildings Operations (hereinafter the "USG"), has a need for services of a company, organization, or individual to identify suitable sites of land on which to build a new U.S. Embassy and Housing Compound (NEC) in Juba, South Sudan.

2. Basic Objective - Site Search

The objective of this work is to identify sites that conform with USG criteria for an NEC in Juba, as stated in this Scope of Work ("SOW"). The USG, however, itself will evaluate all potential sites and exclusively by itself decide which properties to select for potential acquisition.

3. Description of Services

The Contractor shall provide the following services.

a. Site Search: *Search the Juba municipal area and identify potential sites in private and government ownership,*

b. Assemblage Search: *Search the Juba municipal area and identify properties that potentially can be assembled to create a suitable site,*

c. Research of Identified Sites: *Investigate the ownership status and availability of an additional three sites as directed by the U.S. Embassy, and*

d. Research of Identified Assemblages: *Investigate two or more potential areas of assemblages as directed by the U.S. Embassy.*

e. Field Support: *After submitting the final SSReport, provide a representative in Juba for two (2) business days to show potential sites, consult with USG personnel, and arrange and participate in meetings with site owners and government officials. The Contractor's representative must speak English, personally possesses complete command of all proposed and previously identified property information, and have a thorough knowledge of the city.*

4. General Criteria for Suitable Sites

- At least 60,000 square meters (15 acres) in size
- Located as close to the central business area as possible
- Located within the site search area referenced in Exhibit A.
- Having a rectangular shape with a most narrow width of not less than 80 meters
- *Having two separate means of ingress/egress, i.e. ideally with paved, two-lane, bi-directional roads along separate sides of the site.*
- In an urban/central location proximate to amenities, services, hotels, other foreign missions, and host government/municipal facilities.
- Having in close proximity no large outdoor venues that attract public gatherings, such as stadiums, arenas, etc.
- Available for purchase or long-term lease (minimum term of 99 plus 99 years)

Note: Preferred sites are those that the USG can acquire without extensive delay for reasons such as demolition, environmental conditions, zoning, road access, title issues, or other factors. Yet, the USG will still consider sites with acquisition challenges if warranted by their central location, urban context, and/or good representational image.

5. Contractor Qualifications and Resources

The Contractor must have staff on the ground in Juba to initiate the search work within five (5) calendar days after issuance of the task order. The Contractor's representative shall be actively involved in managing and/or performing the search effort, reviewing sites to maximize the number of viable sites presented that meet the USG's criteria, minimizing inclusion of sites that do not, and assuring quality control of deliverables throughout the process.

The Contractor must perform the required services using his/her/or its own resources, offices, affiliates, and subcontractors, without reliance on the USG or the U.S. Embassy in Juba.

The Contractor should have the skills and experience referenced below, which should be described in his/her/or its proposal:

- a. Excellent English reading and speaking skills
- b. Intimate knowledge of the Juba urban area
- c. Understanding of Juba real estate
- d. Experience working with outside companies or foreign missions
- e. Knowledge of governmental offices, regulations, and laws affecting real estate in Juba

6. Deliverable - Site Search Report

The thorough collection and reporting of property data is the most important part of this SOW. The Contractor should deliver an exhaustive, accurate, and complete Site Search Report ("SSReport"). The SSReport must contain the following information:

- Map: City map locating all properties identified in the report, current U.S. Mission facilities, and key national government buildings.

- **Spreadsheet:** An excel spreadsheet summarizing the properties identified including:
 - a. Name of owner(s)
 - b. Size of parcel(s)
 - c. Address/location
 - d. Current use and occupancy
 - e. Sale price – total asking price and price per square meter
 - f. Current zoning status
 - g. Land interest held by current owner and land interest available to the USG
 - h. Significant physical features on the site, if any.
 - i. GPS coordinates
 - j. Survey/site/plot plan showing north arrow, property size and boundary dimensions

- **Contacts: Provide list of all local contacts made including names of individuals and companies/organizations, telephone number(s), and email address(es).**

Note: The final SSReport must have all the information listed above. The USG considers ownership information, asking prices, site size and dimensions, and site plans to be essential data, and will deem final reports missing this information to be incomplete.

7. Schedule for Deliverables

a. Status Report: **15 days** after issuance of the delivery order, submit one written status report to the COR, the GTM, and the U.S. Embassy Management Officer via email. If an urgent situation arises, the Contractor should contact the COR immediately to seek appropriate guidance.

b. Final Report: **30 days** after the issuance of the delivery order, submit the final SSReport. It shall be submitted in English by email to the COR, the GTM, and the U.S. Embassy Management Officer. All information shall be in a consistent format (e.g. photos in JPEG (.jpg), text in Word (.docx), spreadsheets in Excel (.xlsx), maps in Google Earth (.kmz) format).

8. Period of Contract

The contract arising from this SOW shall be effective on the date of the issuance of the Task Order and shall remain in effect for one (1) full calendar year, unless otherwise modified by the Contracting Officer.

9. Proposals

Proposals must include:

- a. A description of the Contractor qualifications outlined in Paragraph 5 above,
- b. Total cost to produce the deliverable.

10. Miscellaneous Provisions

10.1 USG Points of Contact: A Contracting Officer (CO) is a person who has the authority to bind the USG to a contract. After the award of a contract under this SOW, the CO shall appoint a Contracting Officer's Representative (COR) and the COR shall be identified in the Delivery Order. The COR will be the Contractor's USG point of contact in the United States. The Contractor will accept instructions on performance of the contract only from the COR, as long as they comply with the SOW and do not exceed the requirements of the SOW. Questions relating to performance of the contract shall be directed first to the COR in the most efficient means possible. Requests or instructions given to the Contractor by USG personnel other than the COR are not binding on the USG.

10.2 Meeting with local point of contact: After contract award, the COR will identify the Embassy's point of contact. The Contractor must contact the U.S. Embassy and meet briefly with the point of contact to discuss potential properties that the Embassy has identified. To the extent any site identified by the Embassy meets the USG's requirements, it should be included in the Site Search Report.

10.3 Confidentiality: The Contractor is expected to perform these services discreetly. Unless instructed to do so by the COR, at no time during performance of the services shall the Contractor disclose the fact that property being considered is a possible location for the U.S. Embassy. If necessary, the Contractor may describe the client as a major, U.S.-based, multi-national organization looking to set up new facilities in Juba. If owners refuse to cooperate without knowing the identity of the prospective buyer, the Contractor shall advise the COR and take instructions on how to proceed. Maintaining confidentiality is useful but shall not, in the end, defeat the goal of finding the best sites available.

10.4 Avoiding Conflicts of Interest: The USG will fully compensate the Contractor for services per the terms of this contract. At no time during performance of the services shall the Contractor represent that he, she, or it is acting as an agent or broker for the USG while performing this research and reporting service. The Contractor shall identify all suitable properties, whether or not the Contractor has its own listing of properties in Juba. Any compensation (other than the compensation under this contract) requested by the Contractor or its subsidiary, affiliate, or local subcontractor arising out of the purchase or lease of real property as a result of this contract shall be the sole responsibility of the property's seller or lessor. The Contractor shall disclose in its final report to the USG whether it or its subsidiary, affiliate, or local subcontractor stands to receive compensation from any party other than the USG for performing services under the contract or in connection with a potential acquisition, such as commissions, consultation fees, finder's fees, or similar fees relating to properties presented to the USG.

10.5 Invoices: The Contractor shall invoice the USG for services requested under this contract after the USG accepts the final report. A supplemental invoice may be submitted upon completion of any field support services that occur after the final site search report is delivered.

10.6 Report Recipients

U.S. Embassy Management Officer:

Danielle Wood
Management Officer
U.S. Embassy Juba
Kololo Road
Juba, South Sudan
+1 (202) 216-6279; +211-912-105-107; +211-977-459-820
wooddk@state.gov

Contracting Officer's Representative (COR):

None

Government Technical Monitor (GTM):

Robert W. Doubek
Department of State
Bureau of Overseas Buildings Operations
1200 Wilson Blvd, Rm. 11-15
Arlington, VA 22209
Office: +1 (703) 875-4647 Cell: +1 (202) 365-9156
doubekrw@state.gov

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference (see SF-1449, Block 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017)

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

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(5) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

— (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

— (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

— (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

— (3a) [52.203-17](#) Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights (Apr 2014)

— (5) [Reserved].

— (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

— (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

— (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

- __ (10) [Reserved].
- __ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (28)(i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
 - (ii) Alternate I (FEB 1999) of [52.222-26](#).
- (29)(i) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- (ii) Alternate I (JULY 2014) of [52.222-35](#).
- (30)(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (July 2014) ([29 U.S.C. 793](#)).
- (ii) Alternate I (JULY 2014) of [52.222-36](#).
- __ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- __ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - __ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- __ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
 - the acquisition of commercially available off-the-shelf items.)
- __ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- __ (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- __ (45)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - __ (ii) Alternate I (JAN 2017) of [52.224-3](#).
2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
 - __ (ii) Alternate I (May 2014) of [52.225-3](#).
 - __ (iii) Alternate II (May 2014) of [52.225-3](#).
 - __ (iv) Alternate III (May 2014) of [52.225-3](#).
- __ (48) [52.225-5](#), Trade Agreements (AUG 2018) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#)note).
- (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- __ (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (55) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

(56) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___ (2) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

___ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(v) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(vii) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (OCT 2018)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION
OF CONTRACT (FEB 2000)

52.228-3 Workers' Compensation Insurance (Defense Base Act) JUL 2014

52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS (DEC 2013)

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and one (1) copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such

designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is ***TBD***.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2018) is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer/quotation must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24 and block 30, as appropriate), and Section 1 has been filled out.

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

1. Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;

2. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

3. List of clients over the past 5 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Juba, South Sudan, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

5. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

6. The offeror's strategic plan for real estate services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

The quoter must document the following as a separate technical proposal in order to receive further consideration/ evaluation of its quotation:

(1) Evidence that the individual(s) managing the sale process and/or assigned to the sale process is/are licensed to offer and undertake such services in South Sudan, following local laws and regulations. Submit a license and/or some documentation of the individual's right/ability to conduct business; and

(2) Evidence that the firm, if applicable, is licensed to offer and undertake real estate services in South Sudan following local laws and regulations. Submit a license and/or some documentation of the firm's right/ability to conduct business.

Technical Capabilities of Individual(s) Managing and/or Assigned to the Property Evaluation Process. Provide detailed resume(s), including pertinent experience, of the individual(s) who will manage the contract. At a minimum this should demonstrate:

(1) Three or more years of experience in the local marketing area;

(2) Experience handling two or more real estate transactions involving the lease and/or purchase of commercial property in the local area during the past two or three years. Size and scope of each acquisition should be documented.

Technical Capabilities of Quoter. Provide detailed information on background and experience of the firm managing the sale process. At a minimum this should demonstrate:

(1) Four or more years involvement in the local real estate market;

(2) Overall responsibility for five or more real estate transactions involving the lease, sale and/or purchase of commercial real estate in local area during the past two or three years.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT 1998)

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

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 Advocate for Competition/Ombudsman.

As prescribed in 606.570, insert the following provision:

ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name] , at [insert telephone and fax numbers] . For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

EVALUATION: The Government will award a purchase order to the lowest priced, acceptable, responsible quoter.

Quotations shall include a completed solicitation and other technical literature described above.

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

In the event of equal low prices from more than one quoter, award will be made to the quoter determined by the Government to be superior from a technical standpoint.

Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

- * Adequate financial resources or the ability to obtain them;
- * Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- * Satisfactory record of integrity and business ethics;
- * Necessary organization, experience, and skills or the ability to obtain them;
- * Necessary equipment and facilities or the ability to obtain them; and
- * Be otherwise qualified and eligible to receive an award under applicable laws and regulations.