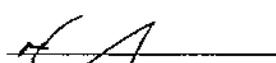


<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF	PAGES
1. REQUEST NO. SRP-380-15-Q-0031	2. DATE ISSUED 01/14/2015	3. REQUISITION/PURCHASE REQUEST NO. PR4018726	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY GSO/Contracting & Procurement			6. DELIVER BY (Date)		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME Jackie Kho		TELEPHONE NUMBER AREA CODE: 632 NUMBER: 301-2000 x 2737		9. DESTINATION	
8. TO:			a. NAME OF CONSIGNEE		
a. NAME		b. COMPANY		b. STREET ADDRESS	
c. STREET ADDRESS			c. CITY		
d. CITY		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 01/24/2015 ; 4:00 PM		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	US Embassy Manila invites you to submit quotation for the Hotel and Conference Package for the upcoming JUSMAG's ISO MIST Event  Please see attached Scope of Work and other details  Approvals:  NAGO:   JAK: 		1 Lot		0.00

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					AREA CODE	
c. COUNTY			a. NAME (Type or print)		NUMBER	
d. CITY		e. STATE	f. ZIP CODE		c. TITLE (Type or print)	

**Remarks:**

Price offer shall be firm fixed-price, VAT exempt. The US Government is exempt from paying the ad valorem/specific tax, customs duties imposed by the Philippine Government under section 106 (a) and 109 of the Tax Code 1997, respectively. Thus, price(s) shall be billed to the US Government net of ad valorem tax, value added tax, customs and duties.

Payment shall be made via Electronic Fund Transfer (EFT) within 30 days from receipt of the items ordered and the original copy of invoice. The Direct Deposit Sign Up Form for EFT payment will be provided to the vendor upon award. All items should be delivered to US Embassy Manila Seafront Compound, Pasay City. See attached document for further remarks including applicable clauses.

For more details, kindly visit our website: [http://manila.usembassy.gov/business\\_opportunities.html](http://manila.usembassy.gov/business_opportunities.html)

**The RFQ is valid until January 24, 2015; 4:00 pm**

**Instructions:**

If you are interested to participate in this requirement, you may submit your firm fixed price quotation (exclusive of VAT) and accomplish the attached excel file to Ms. Jacquelyn Kho of the Contracting & Procurement, General Services Office, US Embassy Manila through fax at +6323012828 or email at [KhoJD@state.gov](mailto:KhoJD@state.gov)

**NOTE: All actions which are over \$25K, prospective vendors must be registered within the Central Contractor Registration (CCR) which is now under System for Award Management (SAM). Refer to site for details on the registration process: [http://pd.statebuy.state.gov/content.asp?content\\_id=62&menu\\_id=60](http://pd.statebuy.state.gov/content.asp?content_id=62&menu_id=60)**

# Quick Start Guide For New Foreign Registrations

## Helpful Information

SAM is the official **free, government-operated website** – there is NO charge to register or maintain your entity registration record in SAM.

### What is an Entity?

In SAM, your company / business / organization is referred to as an "Entity." You register your entity to do business with the U.S. Federal government by completing the registration process in SAM.

### What do I need to get started?

1. **DUNS Number:** You need a Data Universal Numbering System (DUNS) number to register your entity in SAM. DUNS numbers are unique for each physical location you want to register.
2. **NATO Commercial and Government Entity (NCAGE) Code:** Foreign entities must obtain a NCAGE code for each DUNS number they plan to register in SAM before you start the registration process.

### How do I get a DUNS number?

If you do not have one, you can request a DUNS number for **free** to do business with the U.S. Federal government by visiting Dun & Bradstreet (D&B) at <http://fedgov.dnb.com/webform>. It takes up to 5 business days to obtain an international DUNS number.

### How do I get an NCAGE code?

For instructions on obtaining a NCAGE, visit: [http://www.dlis.dla.mil/Forms/Form\\_AC135.asp](http://www.dlis.dla.mil/Forms/Form_AC135.asp). Make sure the name and address information you provide to get your NCAGE code is the same as what you used to get your DUNS number. It takes up to 3 business days to obtain a NCAGE code.

### What about a Taxpayer Identification Number (TIN)?

You only need a TIN if your entity pays U.S. taxes. If you are a foreign entity that does not pay taxes in the U.S., do not enter a number in the TIN field during registration.

## Steps for Registering

1. Type [www.sam.gov](http://www.sam.gov) in your Internet browser address bar.
2. Create a SAM Individual User Account (be sure to validate your e-mail address to activate the user account), then Login.
3. Select "Register New Entity" under "Register/Update Entity" on your "My SAM" page.
4. Select your type of Entity, most likely "Business or Organization." Definitions are in the Content Glossary on the right side of the page.
5. Tell the system why you are registering in SAM. This determines what information you have to provide.
  - Are you interested in bidding on Federal contracts? If you say "Yes," you will complete all four sections in SAM.
  - Are you just interested in becoming eligible to apply for grants or other Federal financial assistance? If you say "No" to the contracts question and "Yes" to the grants question, you will only have to complete the grant-related information.
6. Complete your registration. On each page, required information that you must provide has a red asterisk (\*) next to the name of the field. Here are a few helpful hints:
  - On the Business Information page, you will create a Marketing Partner Identification Number (MPIN). Write your MPIN down. It is used as a password in other government systems.
  - If you do not pay U.S. taxes, do not enter a TIN or select a TIN type. Leave those fields blank.
  - Only use the NCAGE code you got for your DUNS number. Remember, the name and address information must match on the DUNS and NCAGE records.
  - Make sure to select "Foreign Owned and Located" on the General Information page.
  - As a foreign entity, you do not need to provide Electronic Funds Transfer (EFT) banking information on the Financial Information page. If you do choose to provide this electronic banking information, it must be for a U.S. bank: SAM cannot accept foreign banking information. The remittance name and address are the only mandatory information for you on this page.
  - In the "Points of Contact" section, list the names of people in your organization who know about this registration in SAM and why you want to do business with the U.S. Federal government. These are called "Points of Contact" or POCs.
7. Make sure to hit [Submit] after your final review. You will get a *Congratulations* message on the screen. If you do not see this message, you did not submit your registration. What happens next?
  - Once approved by the IRS (if you entered a TIN) and the Commercial and Government Entity (CAGE) system, you will get an email from SAM.gov when your entity registration is active.

**Please give yourself plenty of time before your contract or grant application deadline. Allow up to 10 business days after you submit before your registration is active in SAM, then an additional 24 hours for other systems such as Grants.gov to recognize your information.**

For help registering in SAM, contact the supporting Federal Service Desk (FSD) at <https://www.fsd.gov/>



**STATEMENT OF WORK (SOW) FOR MULTILATERAL COUNTER-VIOLENT EXTREMISM  
WORKING GROUP (MCVEWG)**

**1.0 OBJECTIVE**

The objective of this requirement is to obtain lodging and support services to develop, organize and execute the Multilateral Counter-Violent Extremism Working Group (hereafter referred to as the *MCVEWG*) as required by the Military Information Support Team(MIST) - RP. The contractor shall provide safe and suitable lodging for fifty-five persons and a venue to conduct speaking engagements and presentations with suitable audio and visual equipment.

**2.0 BACKGROUND**

The intent of the *MCVEWG* is consolidate leaders in the fields of academia, defense, law enforcement, penology, and applicable Government agencies for a period of time sufficient to allow the exchange of information, ideas, and best practices for countering violent extremism.

**3.0 SCOPE**

The scope of this contract is limited to performing the tasks and requirements as identified in this PSOW.

**4.0 PERIOD OF PERFORMANCE**

The Period of Performance (POP) for this contract will be beginning on 02 February 2015 and ending on 06 February 2015.

**5.0 PLACE OF PERFORMANCE**

Place of performance for the speaking engagements will be at Puerto Princesa in the province of Palawan, Philippines.

**6.0 DESCRIPTION OF SERVICES**

Contractor shall provide safe, secure, suitable individual lodging for fifty-five persons. The contractor shall also provide a safe, suitable venue that can comfortably accommodate fifty-five persons in a small group environment with appropriate audio and visual equipment.

The Contractor shall:

- 6.1 Provide secure lodging for fifty-five individual persons.
  - 6.1.1 Contractor shall provide lodging that meets all safety and security criteria as set forth by the Regional Security Officer, US Embassy, Manila, Philippines.
  
- 6.2 Provide a safe, suitable venue that can comfortably accommodate fifty-five persons in small groups.
  - 6.2.1 The venue shall be well lit and ventilated. The venue shall be sufficiently secluded so as to not interfere with presentations due to intrusive sounds, weather, or human interruption.
  - 6.2.2 The contractor shall provide sufficient tables and chairs to accommodate fifty-five persons in a small group environment. All tables and chairs shall be clean, sturdy, and present a professional appearance.
  - 6.2.3 The contractor shall provide pens, notepads, and drinking water for all attendees.
  
- 6.3 Provide, set up, and test appropriate audio and visual equipment to include a microphone, speakers, projector, and screen.
  
- 6.4 Provide meals once per person on 02 February 2015(Dinner), three times per person from 03 February 2015 through 05 February 2015(Breakfast, Lunch, Dinner), and once per person on 06 February 2015(Breakfast). In addition, the contractor shall provide snacks two times per person from 03 February 2015 through 05 February 2015(AM and PM). Meals and snacks shall include beverages.
  - 6.4.1 Contractor shall take into account, with regards to food preparation, any food allergies of attendees. Contractor will ensure that no guest is served food or drink containing an ingredient that the Contractor has been informed that the guest is allergic to.
  - 6.4.2 Contractor shall take into account, with regards to food preparation, any religious preferences or cultural proprieties of attendees. Contractor will ensure that no guest is served food or drink containing an ingredient that the Contractor has been informed that

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the guest is averse to. Contractor shall have staff that is trained at least on kosher and halal food preparation and service.

- 6.5 Provide safe, reliable transportation service on 02 February 2015 and 06 February 2015 for all attendees to and from Puerto Princessa International Airport, Puerto Princessa, Palawan, Philippines and the hotel.

**7.0 DELIVERABLES**

The Contractor shall deliver all amenities and services promptly.

TASK	Quantity	DELIVERY DUE DATE
6.1 Provide personnel lodging	Fifty-Five (55)	02 February 2015 until 06 February 2015
6.2 Provide venue for speaking engagement	One (1)	03 February 2015 until 05 February 2015
6.3 Provide projector and screen, and microphone and speaker	One (1)	03 February 2015 until 05 February 2015
6.4 Provide meals for fifty-five personnel	Eleven (11)	02 February 2015 until 06 February 2015
6.5 Provide transportation to and from the airport	One (1)	02 February 2015 and 06 February 2015

**8.0 SECURITY CLEARANCE**

The work detailed in this SOW is unclassified. However, the work is sensitive in nature and the Contractor shall not disclose and must safeguard materials which are obtained or generated in the performance of this SOW. All program deliverables belong to the USG.

**9.0 GOVERNMENT FURNISHED PROPERTY**

There will be no Government Furnished Property provided to the contractor under this PSOW. The Contractor shall provide all computer, printer, copier, telephone, cameras, means of transportation, expendable and non-expendable operating supplies in the execution of this PSOW.

**10.0 NON-PERSONAL SERVICE STATEMENT**

Contractor employees and subcontracted employees performing services under this PSOW will be controlled, directed, and supervised at all times by appointed project management personnel of the contractor. Contractor management shall ensure that all employees comply with the standards outlined in this PSOW. Contractor employees will perform their duties independent of, and without the supervision of the U.S. Government, U.S. Government officials, or other Department of Defense contractors.

**11.0 TRAVEL REQUIREMENTS**

Travel will be necessary to fulfill the requirements outlined in this PSOW. All travel requirements and cost for contractor's personnel shall be included in the contractor's proposal as net price and be incumbent upon the contractor to coordinate and facilitate travel methods and means.

**12.0 PAYMENT SCHEDULE**

Payment shall be made via Electronic Fund Transfer (EFT) within 30 days from receipt of the original and correct statement of account. The Direct Deposit Sign Up Form for the EFT payment will be provided to the vendor upon award.

**13.0 ACRONYMS/TERMINOLOGY**

Acronyms/Terminology used throughout this PSOW:

MIST-RP	Military Information Support Team - Philippines
PSOW	Performance Statement of Work
POP	Period of Performance
MCVEWG	Multi-lateral Counter-Violent Extremism Working Group

I. Room Accommodation

DESCRIPTION	MIN. ROOMS GUARANTEED	MAX. ROOMS GUARANTEED	CHECK-IN	CHECK-OUT	NIGHTS	COST PER ROOM PER NIGHT	TOTAL
1 Single Room		50	2/2/2015	2/6/2015	4		
2 VIP		5			4		
TOTAL:							
<i>Hotel to charge based on actual not exceeding maximum guaranteed of rooms.</i>							
<b>Inclusions:</b> (p/s. mark the columns with an "x" if the amenities are "yes", inclusive / "no" not inclusive with the room rate. Kindly fill up "cost of additional amenities / night" in non inclusive.							
	N/A	YES		<i>cost of additional amenities/night, PHP</i>			
a Complimentary Daily Buffet Breakfast (with one round of drinks)		x					
b Complimentary Dinner (with one round of drinks)		x					
c Complimentary Broadband Internet Access/WIFI		x					
d Complimentary Local City Calls		x					
e Electronic Safe		x					
f Shuttle to and from Airport		x					
TOTAL:							
<b>TOTAL ROOM RATES, PHP:</b>							

II. Function Room

DESCRIPTION	MIN. PAX GUARANTEED	MAX PAX GUARANTEED	BEGIN DATE	END DATE	NO. OF DAYS	COST/HEAD/DAY	TOTAL PHP
Conference Welcome Dinner	0	55	2/2/2014	2/2/2014	1		
MEETING WITH MEAL PACKAGE (DAY 2)	0	55	2/3/2014	2/3/2014	1		
MEETING WITH MEAL PACKAGE (DAY 2)	0	55	2/4/2014	2/5/2014	2		
ADDITIONAL MEETING ROOMS					2		
VIP LOUNGE ACCESS							
TOTAL:							
<b>Inclusions:</b> (p/s. mark the columns with an "x" if the amenities are "yes", inclusive / "no" not inclusive with the room rate. Kindly fill up "cost of additional amenities / day" if in non inclusive.							
	NO	YES					
1 Free Flowing Coffee/ Tea services (continuous water, coffee/tea stations)		x					
2 Separate Lunch Area		x					
3 Beverages During Meal		x					
4 Complimentary room rental for advance set-up		x					
<b>Inclusions:</b> (p/s. mark the columns with an "x" if the amenities are "yes", inclusive / "no" not inclusive with the room rate. Kindly fill up "cost of additional amenities / day" if in non inclusive.							
	NO	YES	BEGIN DATE	END DATE	NO. OF DAYS	COST PER DAY	TOTAL
<b>A. FOOD &amp; BEVERAGE REQUIREMENTS (INCLUDED)</b>							
2-item AM & PM snack, Buffet Lunch		x	2/3/2014	2/5/2014	3		
<b>B. SECRETARIAT / CONTROL ROOM (INCLUDED)</b>							
Can accommodate 7 people and 4-6ft banquet tables for binder collation with 24hr access (for at least 500sq ft)		x	2/3/2014	2/5/2014	3		
Located from or near the meeting room		x					
with controlled access, lock & keys		x					
Direct line		x					

PR4018726: OSP MIST Event, February 2-6, 2015

EMAIL

	Wired Broadband & Wi-Fi								
C.	MAIN CONFERENCE ROOM (INCLUDED)								
2	Classroom set-up for 65 pax (2pax/table)			2/3/2014		2/5/2014		3	
3	Head table for 4 pax with stage, rostrum next to head table		X						
4	Standard backdrop		X						
5	Laptop & LCD projector / 2 widescreens (complimentary)		X						
6	Printer rental with ink		X						
7	High-Speed Photocopier (w/ Stapling & Sorting capability) rental with ink, toner & paper		X						
13	Internet access		X						
14	Writing pads, pencils, mints, 3 flipcharts, 3 whiteboards		X						
15	With in-house technical support through the conference		X						
24									
	TOTAL FUNCTION RM, RATES, PHP:								
III.	GRAND TOTAL:								
	TOTAL ROOM RATES, PHP:		0.00						
	TOTAL FUNCTION RM, RATES, PHP:		0.00						
	GRAND TOTAL, PHP:		0.00						

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS  
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES  
(Current thru FAC 2005-69)**

**COMMERCIAL ITEMS**

**FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)**

This purchase order or BPA incorporates the following 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 this address: <https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

**FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	SEPT 2013
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micropurchase threshold)	DEC 2012
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5      CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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:*

**[Contracting Officer: check as appropriate]**

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (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.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- \_\_ (11) [Reserved]
- \_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_ (ii) Alternate I (Nov 2011).
- \_\_ (iii) Alternate II (Nov 2011).
- \_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- \_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- \_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- \_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- \_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

- \_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (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.)
- \_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- X** (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (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 (Mar 2012) of 52.225-3.
- \_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.
- \_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.
- \_\_\_ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X** (42) 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).
- \_\_\_ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

X (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_ (52)(i) 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).

\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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:

**[Contracting Officer check as appropriate.]**

\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 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)

#### DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the	SEP 2007

	mission of the Department)	
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

**652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)**

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

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

(End of clause)