

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)	THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF PAGES 1
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1. REQUEST NO. SRP38012Q0 104	2. DATE ISSUED 09/11/2012	3. REQUISITION/PURCHASE REQUEST NO. PR2018416	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY
GSO/C&P, US Embassy Manila, Seafront Compound, Roxas Blvd., Pasay City

5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
NAME Bryan I. Gatmaitan	TELEPHONE NUMBER AREA CODE: 632 NUMBER: 301-2971	

9. DESTINATION
a. NAME OF CONSIGNEE

8. TO:

a. NAME	b. COMPANY	b. STREET ADDRESS
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c. STREET ADDRESS	c. CITY
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d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/21/2012 ; 12:00 NN	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.
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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	<p>The US Embassy Manila invites you to submit a quotation for:</p> <p>ASSORTED LABORATORY SUPPLIES & REAGENTS (REFER TO THE ATTACHED FILES)</p> <p>Please Deliver to:</p> <p>AMERICAN EMBASSY MANILA (JUSMAG) USAMC-AFRIMS AFRIMS Virology Research Unit(PAVRU) JOHN MARK VELASCO, MD, MPH, PgDip (Clinical Trials) Deputy Head Philippines MANILA, PHILIPPINES 1000</p> <p>Price offer shall be firm-fixed price, VAT Exempt</p> <p>Approvals: NAGO NVW </p>				

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					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)	
					NUMBER

PR2018416 : JUSMAG/AFRIMS-022-12 Assorted Laboratory Supplies & Reagent

	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	PLATE COLUMBIA CNA AGAR 5%, PartNo: Becton Dicki 221353 or equivalent	1	carton		
2	TUBE THIOGLYCOLLATE VIT K, PartNo: Becton Dicki 221742 or equivalent	1	carton		
3	PLATE THAYER-MARTIN MOD MTM, PartNo: Becton Dicki 221568 or equivalent	1	carton		
4	PLATE HEKTOEN ENTERIC AGAR, PartNo: Becton Dicki 221366 or equivalent	1	carton		
5	PLATE SMAC W CEFIXIME, PartNo: Becton Dicki 222226 or equivalent	1	packet		
6	PLATE BRUCELLA 5% SB HEMIN , PartNo: Becton Dicki 227716 or equivalent	1	carton		
7	PLATE BRUCELLA LAKED BLOOD W, PartNo: Becton Dicki 227840 or equivalent	1	packet		
8	PLATE BBE 10 EA, PartNo: Becton Dicki 211836 or equivalent	1	packet		
9	PLATE BHI 10% SB W GENT &, PartNo: Becton Dicki 221841 or equivalent	1	packet		
10	TUBE BHI 10% SB AG SL GENT, PartNo: Becton Dicki 295756 or equivalent	1	carton		
11	PLATE SAB BRAIN HEART INF , PartNo: Becton Dicki 297803 or equivalent	1	packet		
12	TUBE SAB BRAIN HEART INF, PartNo: Becton Dicki 297692 or equivalent	1	packet		
13	PLATE COLUMBIA ANAEROBE SB, PartNo: Becton Dicki 221929 or equivalent	1	carton		
14	PLATE MACCONKEY II AGAR 100 EA, PartNo: Becton Dicki 221270 or equivalent	1	carton		
15	PLATE CHOCOLATE II AGAR 100 EA, PartNo: Becton Dicki 221267 or equivalent	1	carton		
16	PLATE MUELLER HINTON II AGAR SB, PartNo: Becton Dicki 221275 or equivalent	1	carton		
17	PLATE MUELLER HINTON AGAR SB, PartNo: Becton Dicki 221276 or equivalent	1	carton		
18	ENTEROCOCCUS FAECALIS, PartNo: ATCC 29212 or equivalent	1	each		
19	ENTEROCOCCUS FAECALIS, PartNo: ATCC 51299 or equivalent	1	each		
20	E. COLI, PartNo: ATCC 25922 or equivalent	1			
21	E. COLI, PartNo: ATCC 25218 or equivalent	1	each		
22	HAEMOPHILUS INFLUENZAE, PartNo: ATCC 49247 or equivalent	1	each		
23	HAEMOPHILUS INFLUENZAE, PartNo: ATCC 49766 or equivalent	1	each		
24	KLEBSIELLA PNEUMONIAE, PartNo: ATCC 700603 or equivalent	1	each		
25	PSEUDOMONAS AERUGINOSA, PartNo: ATCC 27853 or equivalent	1	each		
26	STAPHYLOCOCCUS AUREUS, PartNo: ATCC 25923 or equivalent	1	each		
				TOTAL COST:	

PR2018416 : JUSMAG/AFRIMS-022-12 Assorted Laboratory Supplies & Reagent

	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
27	STAPHYLOCOCCUS AUREUS, PartNo: ATCC 29213 or equivalent	1	each		
28	STAPHYLOCOCCUS AUREUS, PartNo: ATCC 43300 or equivalent	1	each		
29	STAPHYLOCOCCUS AUREUS, PartNo: ATCC BAA-1708 or equivalent	1	each		
30	STREPTOCOCCUS PNEUMONIAE, PartNo: ATCC 49619 or equivalent	1	each		
31	CULTURE, PartNo: ATCC 33186 or equivalent	1	each		
32	HAEMOPHILUS INFLUENZAE, PartNo: ATCC 10211 or equivalent	1	each		
33	KLEBSIELLA PNEUMONIAE, PartNo: ATCC BAA-1705 or equivalent	1	each		
34	KLEBSIELLA PNEUMONIAE, PartNo: ATCC BAA-1706 or equivalent	1	each		
35	STAPHYLOCCUS AUREUS, PartNo: ATCC BAA-976 or equivalent	1	each		
36	STAPHYLOCCUS AUREUS, PartNo: ACCTECH BAA-977 or equivalent	1	each		
37	VWRLOOP TBE1UL HRD INOC.C1000, PartNo: VWR INTERNA 30002-094 or equivalent	1	case		
38	VWRLOOP INOC 10UL C1000, PartNo: VWR INTERNA 30002-096 or equivalent	1	case		
39	VWR NEEDLES TUBE INOC.C1000, PartNo: VWR INTERNA 30002-098 or equivalent	1	case		
40	VWR PETRI DISH 100X15MM CS500, PartNo: VWR INTERNA 25384-342 or equivalent	1	case		
41	WASTE CONTAINER BIOHAZARDOUS, PartNo: NALGE NUNC I 6370-0015 or equivalent	1	each		
42	TERMINAL SAFE-KEEPING CS-200, PartNo: VWR INTERNA 11214-717 or equivalent	1	case		
43	VWR BAG BIO RD 2M 25X35INCS200, PartNo: VWR INTERNA 14220-032 or equivalent	1	case		
44	ART 100 100ul PIPET TIP, PartNo: Molecular B 2065-HR or equivalent	1	case		
45	ART 100E 100ul PIPET TIP, PartNo: Molecular B 2065E-HR or equivalent	1	case		
46	300ul PIPET TIP W/FILTER, PartNo: Molecular B 2070 or equivalent	1	case		
47	1000ul PIPET TIP W/FILTER, PartNo: Molecular B 2079E or equivalent	1	case		
48	5ml PIPET TIP W/FILTER, PartNo: Molecular B 2180B or equivalent	1	case		
49	ART 20P 20ul PIPET TIP W/ART, PartNo: Molecular B 2149P-HR or equivalent	1	case		
50	1000ul PIPET TIP - SOFTFIT, PartNo: Molecular B 3581 or equivalent	1	case		
51	VWR PIPET TRANS 5.8ml ST PK500, PartNo: VWR INTERNA 414004-040 or equivalent	1	case		
52	PIPETTESMLPWPSSIND50 BAG/200, PartNo: Corning 4051, PN: 29442-422 or equivalent	1	case		
				TOTAL COST:	

PR2018416 : JUSMAG/AFRIMS-022-12 Assorted Laboratory Supplies & Reagent

	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
53	PIPE10MLPWSSIND5, BAG/200, PartNo: Corning 4101, PN: 29442-430 or equivalent	1	case		
54	PIPE25MLPWSSIND5, BAG/200, PartNo: Corning 4251, Customer PN: 29442-436 or equivalent	1	case		
55	PIPE50MLPWSSIND5, BAG/200, PartNo: Corning 4501, Customer PN: 29442-440 or equivalent	1	case		
56	FILTER SYRINGE.2um FLOUR PK50, PartNo: VWR INTERNA 28143-298 or equivalent	1	case		
57	FILTER SYRINGE.8/.2um PK50, PartNo: VWR INTERNA 28143-294 or equivalent	1	case		
58	SYRINGE 1ml LL W/NDL 20X1 RB, PartNo: Becton Dicki 309637 or equivalent	1	case		
59	SYRINGE 5ml LL W/NDL 20X1 RB, PartNo: Becton Dicki 309634, PN: BD309634 or equivalent	1	case		
60	NUCLEASELIMINATOR WIPES 25PK, PartNo: VWR INTERNA 97063-074 or equivalent	1	each		
61	NUCLEASELIMINATOR 100ml PUMP, PartNo: VWR INTERNA 97064-072 or equivalent	1	each		
62	APPLICAOR COTTON STRL PK200, PartNo: VWR INTERNA 10805-144 or equivalent	1	case		
63	VWR MICROSILIDE FRS 3x1in 1.2mm, PartNo: VWR INTERNA 48312-030 or equivalent	1	case		
64	VWR COVER GLASS #2 22 x 50mm oz, PartNo: VWR INTERNA 48382-128 or equivalent	1	case		
65	SOAP GOJO FOAM LUXURY, PartNo: VWR INTERNA 500036-588 or equivalent	1	carton		
66	CIDECON PLUS WIPES PHENOLIC, PartNo: Fisher SCI 0435587 or equivalent	1	case		
67	VWR WIPER 11.4 x 21.3cm PK280, PartNo: VWR INTERNA 82003-820 or equivalent	1	case		
68	VWR WIPES DELICATE 3-PLY PK90, PartNo: VWR INTERNA 82003-824 or equivalent	1	case		
69	VWR GLOVE NITRILE PF LRG PK100, PartNo: VWR INTERNA 40101-348 or equivalent	1	case		
70	VWR GLOVE NITRILE PF MED PK100, PartNo: VWR INTERNA 40101-346 or equivalent	1	case		
71	VWR GLOVE NITRILE PF SM PK100, PartNo: VWR INTERNA 40101-344 or equivalent	1	case		
	ESTIMATED SHIPPING COST: AMERICAN EMBASSY (JUSMAG) USAMC-AFRIMS				
72	AFRIMS Virology Research Unit(PAVRU) JOHN MARK VELASCO,MD,MPH,PgDip (Clinical Trials) Deputy Head Philippines MANILA PHILIPPINES 1000	1	each		

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY
OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-52)**

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:

<http://www.acqnet.gov/far>

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
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)	JUN 2010
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
52.227-19	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:

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), 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. (FEB 2012)**

(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:

__ (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 (Feb 2012) (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. (Dec 2010) ([31 U.S.C. 6101 note](#)).

__ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) ([41 U.S.C. 2313](#)).

__ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (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 (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

__ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([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 (Dec 2010) (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 (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (24) [52.219-29](#) Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
 - (25) [52.219-30](#) Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
 - (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
 - ✓ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (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 (JAN 2009). (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](#).
 - ✓ (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 (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

- __ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- __ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- __ (41) [52.225-5](#), Trade Agreements (Nov 2011) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ✓ (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) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ✓ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- __ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ✓ (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- __ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- __ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- __ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- __ (51)(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) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- __ (8) [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 (Dec 2010) ([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) [Reserved]

(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 (JAN 2009).

(xiii) [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](#).

(xiv) [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)

The following DEPARTMENT OF STATE ACQUISITION REGULATION clauses 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)

652.242-70 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 ***please see attached Terms and Conditions.***

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.

Remarks:

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

RFQ is valid until 12:00NN on August 21, 2012 only.

Instructions:

If you are interested to participate in this requirement, you may submit your firm fixed price quotation (Exclusive of VAT) to Mr. Bryan I. Gatmaitan of the Contracting & Procurement, General Services Office, U.S. Embassy Manila through fax at + 632 301-2971 or e-mail it to GatmaitanBI@state.gov or MNLCPRequests@state.gov. Should you have further inquiries, please contact tel. no. 301-2000 loc. 2971.