

1. REQUEST NO. SRP38013Q0024
 2. DATE ISSUED 12/10/2012
 3. REQUISITION/PURCHASE REQUEST NO. PR2187424
 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1

5a. ISSUED BY GSO/C&P, US Embassy Manila, Seafront Compound, Roxas Blvd., Pasay City

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME: Bryan I. Gatmaitan
 TELEPHONE NUMBER: AREA CODE 632, NUMBER 301-2971

7. DELIVERY FOB DESTINATION OTHER (See Schedule)

8. TO: a. NAME, b. COMPANY, c. STREET ADDRESS

d. CITY, e. STATE, f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 12/20/2012

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	The US Embassy Manila invites you to submit a quotation for: Repair of Fuel Line System for the U.S. Embassy Manila located at the Seafront and Chancery Compound; Inclusive of a competent English - speaking supervisor who foresees the repair process during each workday on site. (PLEASE REFER TO THE ATTACHED SCOPE OF WORK) Price offer shall be firm-fixed price, VAT Exempt		1 LT		0.00

Approvals:
NAGO  RRT 

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
 a. NAME OF QUOTER
 b. STREET ADDRESS
 c. COUNTY
 d. CITY
 e. STATE
 f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION
 15. DATE OF QUOTATION

16. SIGNER
 a. NAME (Type or print)
 b. TELEPHONE AREA CODE
 c. TITLE (Type or print)
 NUMBER

SCOPE OF WORK

PROJECT TITLE: Repair of Fuel Line System
LOCATION: Chancery & Seafront Compound

1. GENERAL

- a. The contractor shall furnish all required personnel, tools of trade, equipment, materials, transportation, delivery and a competent English speaking supervisor or foreman who will stay at the job site every work day throughout the progress of the project in connection with the Repair of Fuel Line System at Chancery and Seafront Compound.
- b. Contractor shall conduct site inspection to evaluate the extent of work required.
- c. The work shall consist but not limited to the following:
 - i. Air pressure testing of fuel lines.
 - ii. Verification of leaks in the fuel line and Underground Storage Tank.
 - iii. Repair and sealing of leaks.
 - iv. Restoration of affected areas and site cleaning.
 - v. Submit report on the finding of the leak testing and its recommendations.

2. TECHNICAL PROVISION

- a. Chancery Compound
 - i. Air Pressure Testing of 3 inch diameter Fuel Return Lines from Generator Day Tank to Underground Tank (UGT) 1 to UGT 6.
 - ii. Air Pressure Testing of 2 inch diameter Ventilation Lines from UGT 1 to UGT 6.
 - iii. Air Pressure Testing of 4 inch diameter Remote Fill Riser Pipeline of UGT 1.
 - iv. Verification and repair of leaks on 4 inch diameter Remote Fill Riser Pipe from UGT 2 to UGT 6
 - v. Repair and sealing of leaks on Fiberglass Turbine Enclosure from UGT 1 to UGT 6.
 - vi. Repair and sealing of leaks on two (2) units Fiberglass Valve Box
- b. Seafront Compound
 - i. Air Pressure Testing of 3 inch diameter Fuel Return Lines from Genset Day Tank to UGT 1 & UGT 2.
 - ii. Air Pressure Testing of 2 inch diameter vent lines of UGT 1 & UGT 2.

- iii. Verification and repair of leaks on 4 inch diameter Remote Fill Riser Pipe of UGT1 and UGT 2.
- iv. Repair and sealing of leaks on Fiberglass Turbine Enclosure of UGT 1 and UGT 2.
- v. Repair and Sealing of leaks of Fiberglass Valve Box.

3. PERSONNEL

- a. The Contractor shall provide sufficient personnel possessing the skills and knowledge to perform the work required of this project.
- b. Immediately on commencement of work, the Contractor shall assign on site a knowledgeable English speaking project supervisor who shall be responsible for the overall management and coordination of this contract, receive instructions from the COR, resolve problems and with authority to act for the Contractor.

4. QUALITY CONTROL

- a. All damages inflicted on the existing surrounding structures and property resulting from the performance of this project must be repaired or restored to its original condition at the Contractor's expense.
- b. Liquidated damages of Php 10,800.22 shall be assessed for each day the work remains incomplete beyond the work deadline.
- c. The contractor shall guarantee workmanship for one (1) year determined from the date of final acceptance.

5. WORKING HOURS

- a. Working hours shall be from 0730 hours to 1630 hours, from Monday thru Friday.
- b. Request for Saturday, Sunday, holidays and other hours of work shall be submitted to the COR at least two (2) days in advance for the approval of the Security Office.

6. PROHIBITIONS

- a. Smoking is strictly prohibited at the work site. A smoking area will be assigned.
- b. Contractor's personnel are to use only proper toilet facilities. Urinating on walls, plants, trees, grass and other areas is strictly prohibited. Violator shall be permanently removed from the compound. Contractor shall provide commercial portable toilet.

7. SECURITY

- a. Contractor's personnel must stay within the working site and not wander around the adjacent areas not covered under this scope of work.
- b. Contractor's workers are prohibited to stay inside the work area after each day's work.

8. GOVERNMENT-FURNISHED MATERIALS, PROPERTY AND SERVICES

- a. Electric power and water required for this project shall be supplied. The Contractor is responsible for all connections and extensions to the work area.
- b. The project shall be monitored and inspected by the COR and/or his assigned project inspector upon whose approval the work will be accepted.
- c. The COR shall designate the area where the contractor can build a temporary storage and lockers space which shall be kept clean, orderly and secure at all times. Contractor's personnel are not allowed to roam around the premises during work hours or stay after each day's work.
- d. USG shall provide all materials for this project.

9. CONTRACTOR-FURNISHED MATERIALS / ITEMS

a. MATERIALS

- i. The contractor shall provide all labor and materials to perform the services required in this contract.
- ii. The contractor shall put up temporary barriers or yellow caution tapes to keep away people from work site.
- iii. The Contractor shall submit sample board of all materials for approval of the COR. Materials and equipment incorporated in the work shall match the approved samples.

b. EQUIPMENT & TOOLS

- i. The Contractor shall furnish all tools and special equipment to perform task required.
- ii. All temporary connections to existing utility lines will be made by the Contractor. The Contractor shall enforce strict utilities conservation practices.

10. SPECIFIC TASKS

- a. The contractor guarantees to complete the work within twenty (45) calendar days from the date of Notice to Proceed.

- b. The Contractor shall and submit to the COR or GTM a "Daily Log Sheet", completed daily. Data to be reported includes data on workers by classification, the move-on and move-off of construction equipment furnished by the prime and subcontractor or furnished by the Government, and materials and equipment delivered to the site.

11. CLEANING TASKS

- a. The contractor shall continuously, during the progress of the work, remove and dispose of dirt and debris and keep work area clean, neat and orderly and in such order as to prevent safety hazards. Debris shall be collected and removed from the job-site daily.
- b. Domestic rubbish containers on the premises shall not be utilized by the Contractor for storage or disposal of construction rubbish

12. SAFETY

- a. The project safety, in all respects, is the sole responsibility of the Contractor.
- b. The Contractor shall comply with the U.S. OSHA (Occupational Safety and Health Administration) and Local Safety and Health Requirements, and shall assume full responsibility and liability for compliance with all other applicable standards and regulations pertaining to accident prevention, life, health, and safety of personnel, as well as preventing damage to materials, supplies, and equipment. The Contractor will hold the Government and its agents harmless for any action, errors, or omission on his part, his employees, or his subcontractors that result in illness, injury or death.
- c. The Contractor shall provide employees with and require the use of safety equipment, personal protective equipment and device necessary for protection.
- d. The Contractor is responsible for all injuries to his workers.

Liquidated Damages	
1 Engineer for 4 hours	1,084.71
1 Inspector for 4 hours	1,084.71
2 Mason for 8 hours	3,452.32
1 Electrician for 8 hours	1,726.16
1 Plumber for 8 hours	1,726.16
1 Welder for 8 hours	1,726.16
Total	10,800.22

**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:

- **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:

[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 (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 refer to the attached Terms and Conditions.***

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:

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

- (2) That is 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 December 20, 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 + 632 548-6762 / +632 548-6764 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.