



Embassy of the United States of America - Zagreb
Thomasa Jeffersona 2, 10010 Zagreb, Croatia

Date: 27 August 2011

To: Prospective Quoters

Subject: Medical Conference – Zagreb, Croatia

Enclosed is a Request for Quotations (RFQ) for a Conference to be held in Zagreb 7-16 March, 2012. If you would like to submit a quotation, please read through the attached solicitation document.

For questions regarding the solicitation, please contact Mr. Renée M. Hill at 703-875-6747 (USA), HillRM@state.gov, or Mr. Assefa Kidane at 202-663-1751, KidaneAX@state.gov.

Quotations shall be submitted to the Embassy Zagreb Contracting Officer, Ms. Linda L. Rosalik at:
Thomasa Jeferssona 2
10010 Zagreb, Croatia
Tel: +38516612200
Fax: +38516612371
Email: fiollica@state.gov, rosalikll@state.gov

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by Friday, 9 September 2011 at noon.

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number Prices, Block 23
- Continuation To SF-1449, RFQ Number, Schedule Of Supplies/Services, Block 20
Description/Specifications/Work Statement

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO.	PAGE 1 OF 25	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE 27-Aug-2011		
7. FOR SOLICITATION INFORMATION CALL	a. NAME Renée M. Hill		b. TELEPHONE NO. <i>(No collect calls)</i> 703-875-6747	8. OFFER DUE DATE/LOCAL TIME 9-Sep-2011 at noon		
9. ISSUED BY U.S. Department of State Office of Acquisition Management P.O. Box 9115, Rosslyn Station Arlington, Virginia 22219		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STD	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO American Embassy Zagreb Thomasa Jeffersona 2, Zagreb		CODE	16. ADMINISTERED BY U.S. Department of State Office of Acquisition Management			
17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY American Embassy Zagreb Thomasa Jeffersona 2, Zagreb			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1.	MEDICAL CONFERENCE ZAGREB, CROATIA March 2012 -per enclosed Statement of Services		1			
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i> Renée M. Hill , Contracting Officer		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NO	39. S/R VOUCHER NO.	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YYYYMMDD)</i>	42d. TOTAL CONTAINERS		

**SECTION 1- THE SCHEDULE
CONTINUATION TO SF-1449**

I. SCOPE OF SERVICES

The Continuing Medical Education (CME) Conference will be held in Zagreb. Contractor shall provide hotel accommodations for a minimum of 175 and a maximum of 185 single hotel rooms in Zagreb. There will be two groups: Locally Engaged Staff (LES-Nurses) and Foreign Service Medical Providers attending the 2012 CME. There will be 175 guests for each program (175 nurses and 175 providers). The first program is for nurses which starts on Wednesday March 7th, and ends Friday, March 10, 2012. The second program is for providers and starts Monday, March 12th, and ends March 16, 2012. Sunday, March 11, 2012 is a free day (no CME). Contractor shall also provide Meeting Package services during the CME Conference from March 7, 2012 through March 16, 2012. Contract type will be firm fixed price.

Guests will arrive on or before March 7, 2012 and depart on or after March 16, 2012. Depending on worldwide airlines connections, some participants may arrive one or two days before the start of the CME. The Office of Medical Services (MED) will provide post the list of participants as well as arrival departure dates no later than November 30, 2011. Request lodging rates to be at or below the lodging per diem rate for Zagreb for the month of March 2012. Hotel must be flexible with the actual number of sleeping rooms to accommodate last minute additions, subtractions and changes.

Lodging rooms shall include private bath, heating and air conditioning, and telephone, in hotel located primarily on non-smoking floors. The Government shall be liable for the price of each room ordered but not used, unless the Contracting Officer or government representative gave the contractor an oral or written cancellation no less than 24 hours before to the anticipated effective date of the cancellation.

A. CANCELLATION POLICY

Excusable Cancellation: A cancellation shall be excusable (i.e., not subject to cancellation penalties) if the reason for the cancellation is because a guest's flight to Zagreb has been cancelled and passage is not available on an alternate flight.

A cancellation shall also be excusable if it is because the Office of Medical Services announces that the Continuing Medical Education Conferences has been cancelled, changed or if there is a natural disaster.

The contract will be for Department of State's Continuing Medical Education Conference from 7th March 2012 to 16th March 2012 and shall be issued for a specified number of rooms within designated rates.

There will be reimbursement of all unused funding on the contract to the Department of State.

Cancellation Fees \$ _____.

II. B.1 PRICES Estimated Summary of Cost

Item	Numbers	Days	Rates	Total (USD)
Meeting Package	175	9		
Single Room Rates	175	11 Nights		
<u>Total</u>	<u>Exclusive</u>	<u>Of Tax & Service</u>	<u>Charge</u>	

A. Conference Rooms - Meeting Package requirements are as follows:

Inclusions:

- Mid morning coffee break and afternoon coffee break with selection of snacks of the day for the participants
- Complimentary Breakfast to include: Coffee, tea, bottle water, juice, pastries and fruits
- Usage of one main meeting room between 8:00 to 5:00
- A wide range of menu selection for buffet lunch (Excludes Sunday, March 11, 2012)
- Writing materials, pens, pencils, bottled mineral water, mints
- Parking passes as need for the participants
- One Whiteboard, Flip chart, Screen
- LCD Projector

Conference services shall include conference room with:
Classroom style seating capacity for 175 participants, 24 hour hold
2 breaks – morning and afternoon
8 foot screen
Projector
Podium
2 Handheld microphone
1 Lapel microphone
Internet connection for power point presentation
Internet connection at back of conference room
Free internet connection in guest rooms

The expected number of participants for each week is 175. However, the Hotel should quote based on minimum of 175 participants. The conference room must be available on the nights of March 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th for set up purposes. If these dates are not available, the room should be available at 5 am on March 7th- 16th. If possible the conference room should be available to MED on a 24 hour basis without additional charges. In order to avoid additional charges the conference room should be available by 7:00 am to 6:00 pm throughout the duration of the CME. The Hotel shall also provide some free parking for US Government vehicles during the entire period of the conference.

The Hotel agrees to appoint an individual to work with DOS representative to coordinate all aspects of the services provided under this contract. MED will have a member from the executive office support staff on site during the CME to assist with logistics and other requirements.

The Hotel must be flexible in the provision of lodging room numbers and dates as the list of participants, arrival and departure dates will not be available until the end of November. Conference attendees will be expected to arrive 1 or 2 days early and may depart 1 or 2 days later.

B.2 Additional Services

The U.S. government may order additional services under this contract such as additional rooms, conference space, etc., provided the order is made in writing and the terms are agreed to in writing by both parties. Only the Contracting Officer and/or government representative is entitled to request either an increase or decrease of additional services.

B.3 Role of Personnel and Responsibility for Contract Administration

- A. Contracting Officer: The contracting Officer has the overall responsibility for administering this contract. He/she alone without delegation, is authorized to take action on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specification, details and delivery schedules, make final decision on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract responsibilities to authorized representatives.
- B. Contracting Officer's Representative (COR): The COR will assist the Contracting Officer in discharging responsibilities. The responsibilities of the COR include, but are not limited to: evaluating Contractor's performance with the terms and conditions of this contract; acting as the Government's representative at the work site; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; and advising the Contracting Officer of any factors which may cause delay in work performance.

MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of 175 rooms. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed USD \$ to be determined at award. This reflects the contract maximum for unscheduled services for this period of performance.

**CONTINUATION TO SF-1449
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

IV. Place of Performance (05/95)

The principal place of performance for this contract shall be at:

To Be Determined

V. Period of Performance

This contract shall be effective on the date of the Contracting Officer's signature and shall remain in effect until March 16, 2012.

VI. CONTRACT ADMINISTRATION DATA (04/98)

Contracting Officer:	Renée M. Hill Telephone Number 703-875-6747 Facsimile Number 703-875-6085
First Class Mailing:	U.S. Department of State Office of Acquisition Management P.O. Box 9115, Rosslyn Station Arlington, Virginia 22219
Courier or Hand Delivery:	U.S. Department of State Office of Acquisition Management Room 200 1701 N. Ft. Myer Drive Arlington, Virginia 22209 (Visitor's entrance via 17th Street)
Contracting Officer's Representative (COR):	Assefa Kidane

The COR for this contract is: Assefa Kidane

VII. INDEMNITY

The Hotel expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Hotel's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

VIII. PAYMENT

The Government will not pay any deposit for this conference. Payment will be made after completion of services.

Payment for conference room shall be made by the Government against the Hotel's invoices after the conference is completed in accordance with the prices set forth in paragraph II, Prices.

Guest rooms shall also be paid under this contract and shall be invoiced separately with supporting documents. However, all individual travelers are responsible for all ordered room-service or other incidental expenses (Pay-TV, drinks from the bar, telephone calls, etc). **It is the responsibility of the Hotel to collect all room service charges from the individual travelers prior to departure.** Incidentals are not payable under this contract.

Payment will be made by electronic funds transfer within 30 days of receiving a fully executable invoice from the Hotel.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

None

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (OCT 2010) As prescribed in 12.301(b)(4). insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2010)

(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:

[x] (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 2010) (Pub L. 109-282)(31 USC 6101 note)

[] (5) - (20) Reserved

[X] (21) 52.222-19. Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

[] (22) 52.222-21. Prohibition of Segregated Facilities (Feb 1999).

[] (23) 52.222-26. Equal Opportunity (Mar 2007) (E.O. 11246).

[] (24) 52.222-35. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[] (25) 52.222-36. Affirmative Action for Workers with Disabilities (OCT 2010) (29

U.S.C. 793).

[] (26) 52.222-37. Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(27) 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.)

(28) (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.)

(29) 52.223-15. Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(30) (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. (31) 52.223-18. Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513). (32) Reserved

(33) (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, Pub. L. 108-77,108-78,108-286, 109-53 and 109-169).

(ii) Alternate I (Jan 2004) of 52.225-3. (iii) Alternate II (Jan 2004) of 52.225-3. (34) 52.225-5. Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(35) 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). [*Note to OPE: This was already selected in the model template from A/OPE website*]

(36) - (37) Reserved

(38) 52.232-29, Terms for Financing of Purchases of Commercial Item (FEB 2002) (41 USC 255(f), 10 USC 2307(f)) (39) 52.232-30, Installation Payments of Commercial Item (OCT 1995) (41 USC

255(f), 10 USC 2307(f)) (40) 52.232-33. Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(41) 52.232-34. Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). (42) - (43) Reserved

(44)(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) Reserved

(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, 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 47.

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 (May 2004) (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 (\$1.5m 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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

(vii) Reserved.

(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)

ADDENDUM TO CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract 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. Go to the internet at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the link to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

NUMBER TITLE

52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)

The following FAR clauses are provided in full text: 52.216-18

ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 90 hotel rooms, the Government is not obligated to

purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of *USD \$395,954.39*;
 - (2) Any order for a combination of items in excess of *USD \$395,954.39*; or
 - (3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

- (c) Reserved

- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

DEPARTMENT OF STATE ACQUISITION REGULATIONS (DOSAR) CLAUSES

**FAR, DOSAR, AND DOS OFFICE OF ACQUISITION MANAGEMENT (ACQ) CLAUSES –
INCORPORATED IN FULL TEXT**

**FAR 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF
ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)**

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: U.S. Department of State
Global Financial Operations (RM/GFS/F)
Office of Claims (F/C)
Charleston Financial Service Center

Mailing Address: P.O. Box 15008
Charleston, South Carolina 29415-5008

Telephone Numbers: Voice 843/202/3761
Fax 843/746/0749

Person to Contact: Mr. Mike Washington, Office of Claims, Division Chief

Electronic Address: Commercial_Claims@state.gov

[NOTE: Vendor shall submit EFT information using Standard Form 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." Effective October 1, 1999, the vendor's Taxpayer Identification Number must be included on all invoices and vouchers.]

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

- (b) The use in this solicitation or contract of any Department of State Acquisition Regulation (48 CFR Chapter 6) clause with an authorized deviation is indicated by the addition of “DEVIATION” after the name of the regulation.

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.

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

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and one copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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 American Consulate Singapore employee.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED
(AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel. (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (A) Complying or agreeing to comply with requirements:
- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or, (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (B) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (C) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (D) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (E) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (F) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

- (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.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract 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. Go to the internet at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebu.v.state.gov> to see the link to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

NUMBER TITLE

- 52.204-6 Data Universal Numbering System (DUNS) (APR 2008)
- 52.209-7 Information Regarding Responsibility Matters (APR 2010)
- 52.209-8 Updates of Information Regarding Responsibility Matters (APR 2010)
- 52.214-34 Submission of Offers in the English Language (APR 1991)

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

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition

and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

(1) minimally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(2) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States

(k) Reserved

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (ERS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(C)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

-] TIN: _____ .
-] TIN has been applied for.
-] TIN is not required because:
-] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
-] Offeror is an agency or instrumentality of a foreign government;
-] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

-] Sole proprietorship;
-] Partnership;
-] Corporate entity (not tax-exempt);
-] Corporate entity (tax-exempt);
-] Government entity (Federal, State, or local);
-] Foreign government;
-] International organization per 26 CFR 1.6049-4;
-] Other _____ .

(5) Common parent.

-] Offeror is not owned or controlled by a common parent;] Name and TIN of common parent:

Name _____ .
TIN _____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108). (2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or

controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND
DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

- (a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontractors on the basis of religion.