April 21, 2010

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number*:* **SQA100-10-Q-0369 Language Training Services**

The Embassy of the United States of America invites you to submit a quotation for language training services at the US Embassy in Doha, Qatar.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the Contracting Officer: Christian J Lynch, PO Box 2399 Doha-Qatar on or before 3PM on Wednesday, May 19, 2010.

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

Item #1, Pricing

Item #3, Solicitation Provisions

Item #4, Listing and samples of Contractor Furnished Property

Item #5, Offeror Representations and Certifications

Direct any questions regarding this request for quotations to Christian J. Lynch by letter or by telephone 496-6750 during regular business hours.

Sincerely,

Christian J. Lynch
Contracting Officer

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ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 1 PAGES

IMPORTANT: Mark all packages with contract and/or order numbers.

1. DATE OF ORDER

2. CONTRACT NO. (If any)

3. ORDER NO.
SQA100-10-Q--0369

4. REQUISITION/REFERENCE NO.

5. ISSUING OFFICE (Address correspondence to)
USEMBDOHA

6. SHIP TO:

a. NAME OF CONSIGNEE
USEMBDOHA

b. STREET ADDRESS
22nd Feb. St. Al-Luqta Doha

c. CITY
DOHA

d. STATE

e. ZIP CODE
2399

f. SHIP VIA

7. TO:

a. NAME OF CONTRACTOR

b. COMPANY NAME

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

8. TYPE OF ORDER

[X] a. PURCHASE

REFERENCE YOUR: _____

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

[ ] b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
Non-ICASS - - - - - - - - - 30,000.00

10. REQUISITIONING OFFICE
GENERAL SERVICES OFFICER

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

[ ] a. SMALL [ ] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED

12. F.O.B. POINT

13. PLACE OF

a. INSPECTION

b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)

16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	Arabic Language Instructor	1	AL	30,000.00	30,000.00	
	Discount:				(.00)	
	SurCharge:				.00	
	Shipping Cost:				.00	
	Tax:				.00	
	Requested For: GENERAL SERVICES OFFICER					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

17(h) TOT. (Cont. pages)

21. MAIL INVOICE TO:

a. NAME
USEMBDOHA

b. STREET ADDRESS (or P.O. Box)
22nd Feb. St. Al-Luqta

c. CITY
DOHA

d. STATE

e. ZIP CODE
2399

null30,000.00

17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)

TITLE: CONTRACTING/ORDERING OFFICER

NSN 7540-01-152-8083
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 6/95)
Prescribed by GSA/FAR 48 CFR 53.213(e)

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 COVER PAGE, RFQ NUMBER **SQA100-10-Q-0369**
PRICES, BLOCK 23 & BLOCK 20

1. Price and Payment

1.1 The Contractor shall provide a minimum 3 of classes per week to be given at a firm fixed price per session of **$ or QR (the prospective contractor needs to fill this in).** Sessions shall be one hour in length and shall be scheduled between Sunday and Thursday 8:00 am to 4:30 pm. No more than 8 students will be part of any class, unless mutually agreed upon by the Contractor and the Government.

1.2 Payment

The Contractor shall not submit an invoice for payment until all requirements identified in this contract have been completed and delivery to the COR is complete. The COR shall calculate the number of words which the contractor shall include in its invoice.

The Contractor shall submit an invoice for payment in the proper amount in Qatar Riyals to the following address:

Embassy of the United States of America
ATTN: Craig Nagle
PO Box 2399
Doha, Qatar

Definitions

"COR" means Contracting Officer's Representative; see FAR 52.212-4 Contract Terms and Conditions – Commercial Items, in Section 2.

"Government" means the United States Government unless otherwise stated.

2. PERFORMANCE WORK STATEMENT

The Contractor shall provide foreign language instruction to adult students that focuses on developing the linguistic competency needed for personnel or dependents, similar to what is provided by the Foreign Service Institute and that is typically found in mass-media publications for the foreign language speaking public.

Students serving in language designated positions will generally be given individual lessons. (At the discretion of the COR, students of similar skill levels may be grouped into small classes.) In individual and small group lessons, the Contractor shall develop the instruction to include the development of speaking, listening, and reading skills to permit face-to-face

conversation and depending on the level of proficiency, the ability to speak with the media. All instruction shall also include job relevant language terminology and usage of the designated field of interest.

Individual instruction shall be based on proficiency, communication, and academic principles as used in foreign language learning institutions identified below.

-Department of State, Foreign Service Institute;
-Department of Defense, Defense Language Institute; or,

The Office of Personnel Management shall define the language proficiency levels identified as desired outcomes. All students shall be measured on their language proficiency levels in accordance with the Foreign Service Instituted Language Proficiency Test.

Staff in non-language designated positions will be grouped into one or more conversational Arabic classes. Instruction in these group classes will focus on basic vocabulary and grammar, with an emphasis on developing practical conversational Arabic.

3. PERIOD OF PERFORMANCE

Class shall be given from Sunday to Thursday at the US Embassy from 8:00AM to 4:30PM. Classes shall end on one year from the signing of this contract.

4. CONTRACTOR FURNISHED PROPERTY

4.1 The Contractor shall provide all instructional materials including texts, class exercises, handouts, tests, and audio-visual media.

4.2 The Contractor shall provide all necessary site support materials and equipment, including items such as:

- flip chart and easel
- chalkboard or erasable marker-whiteboard
- videocassette player
- overhead projector
- expendable/consumable classroom supplies (i.e. paper, pencils, pens, chalk, markers and binders).

The Contractor shall replenish such expendable/consumable items as needed to provide for the performance of the work.

4.3 Alternatively, the contractor may agree to charge a lower fee for instruction and the US Embassy will provide instructional materials and site support materials/equipment

4.4 The Contractor shall provide qualified instructor(s), who are well versed in all topics to be covered, capable of answering in-depth questions on each topic, will provide the required training in a classroom setting, based on the schedule of training modules or lessons and the objectives and goals for that training.

4.6 The Contractor shall provide other required classroom materials such as newspapers, magazines, dictionaries, or photocopied materials, written in the designated language for use by students in exercises or testing.

5. SPECIFIC TASKS - The contractor shall provide instructional Foreign Language Training services at the firm fixed prices shown in this contract. The objectives of each training module or lesson is to prepare all students as efficiently and effectively as possible to accomplish the goals of the training.

GOALS OF FOREIGN LANGUAGE TRAINING

The goal of training for individual trainees encumbering language designated positions is to provide the student with the skills and knowledge necessary to achieve the desired level of performance as identified in the training modules or lessons identified below:

ORAL RECOGNITION AND RESPONSE MODULE, LESSON 1
Each student, at the completion of training, shall be able to perform at the required level of proficiency.

SOCIAL CONVERSATION, BEHAVIOR 2

When engaged in social conversation, the student will be able to communicate with Arabic speaking public, carrying on an appropriately worded and pronounced dialogue in the correct dialect and grammar. At least 85% of the students tested in each class shall be able to answer correctly at least 90% of the selected vocabulary questions when used in conversational exchange.

5.1.2 READING COMPREHENSION MODULE, LESSON 2

Each student, at the completion of training, shall be able to perform the required level of proficiency.

TRANSLATION, SUMMARIZATION, AND RESPONSE SELECTION, BEHAVIOR 2

After reading communications, messages, or letters written in Arabic, the student will be able to comprehend, translate, and correctly summarize the purpose and content of the written communication that was provided. The student must be able to translate the

requested information or pre-planned reply, and prepare a written response to the selected communication. At least 75% of the students completing the training shall correctly recognize, comprehend, and summarize the written communication, and to translate the correct response to the written communication at least 85% of the time.

5.1.3 STUDENT TESTING

The Contractor shall administer tests on knowledge and proficiency as a required element of evaluating the student's progress in the training module or lesson. The Contractor shall provide these tests periodically to:

- determine the student's progress in training;
- identify areas of weakness where supplemental training may be needed; and,
- quantify the student's then-current level of knowledge and proficiency.

Initial testing will be used to establish a baseline for measurement of knowledge and proficiency obtained, and may be used in a predictive manner to facilitate personal training planning.

The Contractor shall use tests, including Computerized Adaptive Testing, which are approved by the Foreign Service Institute, or the Defense Language Institute, or by recognized and accepted by national professional associations and organizations identified below.

-Modern Language Association of America
-American Council on the Teaching of Foreign Languages
-Foreign Service Institute
-Foreign Language Center within Defense Language Institute
-Federal Interagency Language Round table
-or other nationally recognized foreign language bodies.

5.1.4 STUDENT PROGRESS DOCUMENTATION AND TRAINING RECOMMENDATIONS

The Contractor's instructor(s) shall be responsible for documenting each student's progress in training, and for preparing a training recommendation for each student. The student's progress will be reported to the student biweekly. The instructor will document the student's progress as measured performance under each lesson module. The Contractor shall prepare training recommendations that state specific plans for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training techniques.

5.1.5 STUDENT COUNSELING

The Contractor's instructor(s) shall be responsible for counseling each student in the student's performance, and for preparing and discussing with the student any corrective actions which may assist the student in the improvement of their performance. The student's progress will be discussed with the student on a bi-weekly basis, and the Instructor shall document the

training recommendations made to direct the student's progress. The Contractor shall provide weekly counseling to all students considered in danger of failing the proficiency tests. The counseling sessions should result in specific tasking for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training techniques, as needed to improve student performance.

Attachment 1: GOVERNMENT-FURNISHED PROPERTY AND INFORMATION

The Government will furnish Government classrooms, computers, and educational software.

Attachment 2: Foreign Language Training

6.1 PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	PERFORMANCE MEASUREMENT
Listening Proficiency: Oral Recognition and Response Module, Lesson 1 Option A Section 5.1.1 Reception and Initial Contact, Behavior 1	Required Proficiency Level: At least 90% of the students tested in each class shall be able to answer correctly at least 95% of the selected vocabulary questions used in context.	Performance will be measured by standardized oral testing, administered periodically to track student development, and training outcomes.
Option B Section 5.1.1 Social Conversation, Behavior 2	Required Proficiency Level: At least 85% of the students tested in each class shall be able to answer correctly at least 90% of the selected vocabulary questions when used in conversational exchange.	Performance will be measured by standardized oral testing, administered periodically to track student development, and training outcomes.
Reading Comprehension: **Reading Comprehension Module, Lesson 2** Option A, Section 5.1.2 Recognition and Subject Matter Comprehension, Behavior 1	Required Proficiency Level: At least 85% of the students tested in each class shall be able to comprehend and correctly respond to at least 90% of the written communications questions in which the selected vocabulary is presented..	Performance will be measured by standardized written testing, administered periodically to track student development, and training outcomes.
Option B, Section 5.1.2 Recognition and Subject Matter Comprehension, Behavior 1	Required Proficiency Level: At least 75% of the students tested in each class will correctly comprehend, summarize, and translate the correct response to the	Performance will be measured by standardized written testing, administered periodically to track student development, and training outcomes.

	written communication in at least 85% of the written communications presented.	
Quality of Supervision : 4.4 Instructor Supervision.	COR shall receive no more than 1 valid complaints concerning quality of instruction, received during a one month period.	Review complaint logs, review quality control activities and results, observation, and Government-conducted customer survey.
Documentation and Reporting Requirements: 5.1.3 Student Testing: Administer standardized tests, gather required information on testing results, and analyze results.	Each report containing statistical or required information is accurately prepared and presented. At least 90% of the information gathered must be relevant and accurate.	Review records and reports, randomly verify testing procedures, observation, and detailed analysis.
5.1.4 Student Progress Documentation and Training Recommendations.	No more than 1 of the student progress reports required during the reporting period were received late or were missing.	Review operational logs, data bases, statistics, or through observation.
Student Counseling: 5.1.5 Counsel students on performance and recommending corrective actions, if required.	At least all of the students assigned, and all students considered in danger of failing proficiency tests, will receive counseling each week.	Review records and contact reports, randomly verify through student surveys, observation, and individual interviews.

6.2 Contracting Officer's Representative (COR)

The Contracting Officer's Representative (see clause 652.242-70 in Section 2 Addendum) will provide specific guidance and answer questions relative to the requirement described in paragraph D.1, above. The COR for this contract is:

Erik Wahlstrom

Embassy of the United States of America

PO Box 2399

Doha, Qatar

6.3 Completion Date and Delivery

The Contractor shall deliver a complete and full translation of the items listed in paragraph D.1, above, by March 31st at 3PM. Deliver all materials to the Contracting Officer at the following address:

Christian J Lynch
Embassy of the United States of America
PO Box 2399
Doha, Qatar

7.1. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	**Work Requirements Para**	**Performance Threshold**
Services.	All paragraphs in Section 2., and all paragraphs in Section 6 above	All required services are performed and no more than one 1 customer complaint is received per month

7.1.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the

complaints to the Contractor for corrective action.

7.1.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

7.1.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (OCT 2008), is incorporated by reference. (See SF-1449, block 27a).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUGUST 2009) TO (FEBRUARY 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:

(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) (19) Reserved

(20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (August 2009) (E.O. 13126).

(21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(23) 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).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(25) 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).

(26) – (32) Reserved

(33) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(34) 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).

(35) – (38) Reserved

(39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(41) – (42) Reserved

(43) (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, 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.

ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

Clause	Title and Date
	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

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. See F.2.

(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 **6 lessons per month**, 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 **10 lessons per week**;
(2) Any order for a combination of items in excess of than 10 lessons per month; or
(3) A series of orders from the same ordering office within than 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(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 3 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.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may

issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **3 years**.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR 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)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

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

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
(b) Invoice Submission. The contractor shall submit invoices in an original and

2 copies 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).

(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:

_____

_____

_____

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during **the work week of Sunday through Thursday from 8:00AM to 4:30PM** except for the holidays identified below. The Contracting Officer's Representative may approve other hours. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Eid Al Fitr
Eid Al Edha
Qatar National Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

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 **the Post Language Officer**.

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.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

None

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

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

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

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

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

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

Clause	Title and Date
	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (DEC 1996)
52.214-34	Submission of Offers in the English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION IS 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. Interested parties are invited to contact the contracting activity ombudsman at (703) 516-1693. 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.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

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

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

ADDENDUM TO EVALUATION FACTORS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- For acquisitions conducted using negotiation procedures—
- On the date specified for receipt of offers, if award is based on initial offers; otherwise (2) on the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (August 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

"Emerging small business" Reserved

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"— Reserved

"Small business concern" – Reserved

"Veteran-owned small business concern" – Reserved

"Women-owned business concern" - Reserved

"Women-owned small business concern" – Reserved

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) – (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689). **(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)** The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] 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). **None**

(1) Listed end products.

(k) Reserved

(l) 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 (l)(3) through (l)(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 (IRS).

(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) (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.

(End of Clause)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	*Yes/No*	*Number*
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no *local workers' compensation laws*		*Local nationals:* _____ *Third Country Nationals:* _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are *local workers' compensation laws*		*Local nationals:* _____ *Third Country Nationals:* _____

(b) The contracting officer has determined that for performance in the country of Qatar.

☐ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)