

Request for Quotations (RFQ) PR – SID320 PR4471370
RSO/LGF, Training Shoes Package 2015

Content:

Section 1: SF1449 information, Pricing, and Scope of work

Section 2: Clauses

Section 3: **Solicitation Provision** (Each offer **MUST** provide the information required per **Section III: Solicitation Provision**)

Section 4: Evaluation factors

SECTION I. STANDARD FORM 1449 – AVAILABLE ON <http://photos.state.gov/libraries/indonesia/502679/pcu/SF1449.pdf>

Block 1: Requisition Number: **SID320-4471370**; Page 1 of 8

Block 6: Solicitation Issue Date: Sep 3, **2015**; Block 8: Offer Due Date/local time: September 14, **2015, 8.00am**

Block 19 through 22: No. **1**. Description: **RSO/LGF Training Shoes Package 2015; Qty: 1 lot.**

SCOPE OF SERVICES – CONTINUATION OF SF1449

The contractor shall furnish and deliver Training Shoes for Guards to the U.S. Embassy/Consulate Jakarta, in accordance with the specifications and terms and conditions set forth herein. The contract type will be a firm fixed price purchase order/contract. The prices listed below shall include labor, materials, overhead, packaging, profit, and transportation necessary to deliver required items to the US Embassy.

PRICING The Contractor SHALL provide a firm fixed price in **Indonesian Rupiah** (one currency only) for:

RFQ #SID320- PR4471370 RSO/LGF, Training Shoes Package 2015

Name of Company & logo:

Address & Phone number:

Contact Person:

E-mail address:

CLIN#	Category	Qty	Unit	Unit Cost	Total Cost
	<i>Training Shoes for RSO/LGF</i>				
1	Training Shoes for Officers	33	Pr		
2	Training Shoes for Guard	447	Pr		
	Total				
	VAT ___ %				
	GRAND TOTAL				

VAT:

Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are: 10%

CONTINUATION OF SF1449 – SCHEDULE OF SUPPLIES/SERVICES (BLOCK 20): DESCRIPTION/SPECIFICATION WORK STATEMENT

I. Description of Service

The Contractor shall provide the shoes according to Section 1 for the Embassy of the United States of America in Jakarta, Indonesia. The U. S. Government will pay the rates stated therein for the items in accordance with rates provided by the contractor.

*All of the brand name of material below can be substituted with the equal to quality/type or higher quality material. First set of each item (**mock up**) must be approved by requestor prior to the mass production.*

Training Shoes: The color of some items and model of shoes will be probably different for each section. Soft and compressible base. The size will vary between 39 to 48, brand name or equal to: Reebok, Adidas, Nike, New Balance, Sketchers, or other. COR will decided if each line item number will have their own type and color. The detail decision will be provided after the PO awarded.

1. Training Shoes (size 39 to 45): 33 pairs
2. Rank signs for all uniform (size 39 to 48): 447 pairs

II. Delivery Location and Time

A. The contractor shall deliver all ordered items to the US Embassy Jakarta. The address is:

RSO/LSY Office
US Embassy – Gedung Sarana Jaya
Jl. Budi Kemulyaan I/1
Jakarta Pusat

B. The contractor shall deliver all items not later *than 140* days after date of contract award, except approved by COR.

C. Any contractor personnel involved with the delivery of the items shall comply with standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made. Prior notice of at least 3 working days will be required.

D. If delivery will be to U.S. Embassy, delivery shall be made between the hours of 08.00-15.00

SECTION II. CLAUSES (COMMERCIAL ITEMS – SERVICE)

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012), is incorporated by reference.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 2013)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are

incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of 52.222-50 ([22 U.S.C. 7104\(g\)](#)).

(2) 52.233-3, Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

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

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

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

X (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

___ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

___ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

___ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (41) [52.225-5](#), Trade Agreements (Nov 2011) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

X (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

X (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 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.

(e) Reserved

(End of clause)

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> <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:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)

The following FAR 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.

ADDENDUM TO CONTRACT CLAUSES

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> <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:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-15	Inconsistency Between English Version and Translation of Contract (FEB 2000)

The following FAR clauses are provided in full text:

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:

- 3) 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");
- 4) 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 1 (one) copy to the office identified in Block

*Financial Management Office - US Embassy Jakarta
Gedung Sarana Jaya
Jl. Budi Kemuliaan 1/1*

Jakarta Pusat 10110

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 RSO Office Manager

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- a) The contractor warrants the following:
- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION III. 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 SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 (Pricing) has been filled out. Please quote each CLIN per package per day/unit.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name of a Prect Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references;
- (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2)

A.3. If required by the solicitation, provide either: Reserved

A.4. Quoters must register in the System for Award Management (SAM) prior to submission. Registration information is available on link below – please register based on sequential number:

- i) D&B Indonesia www.dnb.co.id
- ii) NCAGE, please contact Pusat Kodifikasi Pertahanan RI Phone: 62-21-766-8062863

iii) SAM, www.sam.gov

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

52.252-2CLAUSES 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)

<u>Number</u>	<u>Title</u>
52.204-6	Data Universal Numbering System (DUNS) (ARP 2008)
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. Interested parties are invited to contact the contracting activity ombudsman, Jacqueline Holland-Craig, at 3435-9000. 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 IV. EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) **PRICE EVALUATION.** 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 reserves the right to reject proposals that are unreasonably low or high in price.

(d) **RESPONSIBILITY DETERMINATION.** 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
- Otherwise qualified and eligible to receive an award under applicable laws and regulations

Term of payment: Nett 30 days upon receive the completed service and original invoice.

The quotation is open on September 3, 2015 and due on September 14, 2015, 8.00am. Please follow instructions in *Section III* for a quotation to be considered and fax the quotation to PCU: (62-21) 3435-9910 or 352-4303, 30 days validity.