

**Request for Quotations (RFQ) SID320-12-Q-0019**  
**Binding Service: LOC, Jakarta, 2012**

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

**SECTION I. STANDARD FORM 1449 – AS PER WEBSITE**

Block 1: Requisition Number: SID320-12-Q-0019; Page 1 of 10  
 Block 6: Solicitation Issue Date: January 20<sup>th</sup>, 2012  
 Block 8: Offer Due Date/local time: January 31<sup>st</sup>, 2012, 4.00pm;  
 Block 19 through 22: 1. Binding Service - LOC, Jakarta, 1 lot.

Continuation to SF1449, RFQ S0ID320-12-Q-0019: Binding Service for LOC 2012, Indefinite Delivery/Indefinite Quantity Contract, Performance Work Statement:

This is a firm fixed price contract for binding services for monographs and periodicals using methods and materials that result in volumes that are sturdy, durable, and flexible enough for library use. The contractor should follow American National Standards Institute Guidance in ANSI/NISO/LBI Z39.782-2000 (attached) to meet the standards of library binding. Contractor furnished services and supplies are to be Contract type is indefinite delivery indefinite with delivery to **Library of Congress Office, US Embassy Jakarta.**

Prices should include transportation, materials, production cost, labor cost, profit and overhead.

Pricing: This is an indefinite-delivery indefinite-quantity contract. The Government plans to issue task orders with a firm-fixed price per binder based on estimated quantities. The contractor shall provide a firm fixed price in **Indonesian Rupiah** (one currency only)

	Description	Estimated number of products	Cost per binding	Total Cost
	Binding Service in compliance with American National Standard Institute guidance in ANSI/NISO/LBI Z39.78-2000.			
CLIN 1	Category 1 (20x15x2xcm)	250		
CLIN 2	Category 2 (24x18x3xcm)	4000		
CLIN 3	Category 3 (30x20x4xcm)	2500		
CLIN 4	Special (not to include in category above)	5250		

Additional details regarding Performance Work Statement are stated in Attachment 1 of this section.

Period of Performance/Schedule

The performance period of this contract is from the date of contract award or the date stated on the description of Purchase Order and continuing for 12 months with **no** option years. The Contractor shall provide all required services on **Monday-Friday, excluding holidays as specified in the contract** during the hours of **07.30-16.00.**

**\* MINIMUM AND MAXIMUM AMOUNTS**

During this contract period, the Government will place orders totaling a minimum of **IDRp.2,100,000** for this period of performance. The maximum quantity of all orders shall not exceed **IDRp.500,000,000** for this period of performance.

Issuance of Task Orders

- (a) The Contracting Officer will authorize work only through the issuance of task orders. Task orders shall be established on a fixed price per binding and shall be modified solely by a written modification executed by the Contracting Officer. Each task order will set forth a ceiling price.
- (b) The Contractor shall perform only those services specifically authorized in the individual task orders issued under this contract. The Contractor shall complete all work and services under this contract when specified in the task orders.
- (c) All services shall be done on the contractor's premises. Subcontracting of this work will have to be approved in writing by the Contracting Officer.
- (d) The designated ordering individual for this contract is the Contracting Officer.
- (e) Any errors made by the contractor, which are identified by the Library of Congress, US Embassy Jakarta or Library of Congress Washington during the inspection process, shall be corrected and re-made without additional charge and be returned with proper remarks at the next delivery.

Deliveries

The Contractor shall follow instructions provided by the Contracting Officer on signed task orders coordinated with the COR. The Contractor shall give advance notice of delivery at least **10 working** days prior to delivery. Produced work is solely owned by the Library of Congress, US Embassy Jakarta. The Contractor is not permitted to make additional copies without a written consent from the Library of Congress, US Embassy Jakarta.

- (a) The contractor will pick up the monographs and periodicals to be bound in Library of Congress site. The binder must acknowledge receipt of ready-bound material.
- (b) These monographs and periodicals shall be checked by the binder witnessed by Library of Congress staff. Monographs and periodicals that are not included in the list shall be returned. Adding the non-listed materials to the delivery list is prohibited. The binder and Library of Congress Jakarta staff must sign the delivery list as an agreement of both parties of the delivery list content.
- (c) The materials and binding delivery list will be delivered by the binder along with bound materials to Library of Congress Jakarta. The binder's staff shall put sing on the binding delivery list to certify quality control pass as standard given by Library of Congress Jakarta. May a problem interfere, the contractor shall notify Library of Congress Jakarta immediately, by phone, fax, or email.
- (d) Each bound material must be tied up all together bases on their binding list.
- (e) Mutually agreed upon schedule shall be adhered to by both parties except when the contractor and LOC-Jakarta agrees to a different schedule for pickup, delivery or return of specific item.

Government Approval and Acceptance of Contractor Employees

The Contractor shall subject its personnel to the Government's approval. The Government reserves the right to deny access to U.S. - owned and U.S. - operated facilities to any individual. All employees must pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required is a police check covering criminal and/or subversive activities, a check of the personal residence, and a credit investigation. The contractor will provide all such investigations in summary form to the COR for review and approval or disapproval. The Contractor shall not use any employees under this contract without Government approval.

Key Personnel.

The Contractor shall assign to this contract the following key person:

<u>Position/Function</u>	<u>Name</u>
Manager	*

The Project Manager shall be fluent in the English language. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

### Personal Injury, Property Loss or Damage (Liability)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract. In the event that the materials provided by the Government are lost, the contractor shall reimburse the Government in full based on fair market value.

### Permits

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws.

## **ATTACHMENT 1**

### Performance Work Statement - Equipment Capabilities

Services for binding of monographs and periodicals using methods and materials that result in volumes that are sturdy, durable, and flexible enough for library use based on a firm fixed price charge.

- a) The contractor will provide binding service which complied to American National Standard Institute Guidance in ANSI/NISO/LBI Z39.782-2000 attached to meet the standard of library binding.
- b) All ready-bound monographs and periodicals include magnetic security strips which shall be installed by the binder in the spine of bound monographs and periodicals.
- c) The binder shall leave text blocks untrimmed to preserve text, marginal notes, illustrations, and the folds of maps and other inserts. Also the trimming of irregularly-sized issues for the purpose of making them uniform shall be avoided.
- d) The spine of the bound monographs and periodicals are flat back and thick enough to accommodate lettering pattern of title, period and call number, and the embossed the title and other information in bound.
- e) The color of the cover is differentiated pursuant to states and the type of materials (monograph or periodical) such as Black, Blue, Green, Red, Maroon, Orange, etc.
- f) All bound monographs and periodicals shall be finished and returned to LC Jakarta within not more than 90 days. Written notification is needed for any delay of delivery of bound monographs and periodicals to LOC Jakarta.
- g) Edge stamps shall be applied by the binder at the time of return of bound monographs and periodicals.
- h) The binder and LC Jakarta staff together checking bound monographs and periodicals against the delivery list before they packed and shipped to Washington.
- i) Any errors found which caused by binding production process are shall be returned to the binder to be fixed at no cost.
- j) Any lost of USG-owned monographs and periodicals in the binder site shall be replaced with the similar item or at the price of the lost item.

### Binder specifications:

All work is to be done according to the below LOC standards. The contractor must adhere to these standards unless otherwise instructed by the Contracting Officer. Any anomalies shall be discussed by both parties in order for ensure that the standards are being met as follow:

#### Material Specification

*Papers:* The paper used for binding shall be flexible and durable.

*Cover board :* Cover board shall be free from surface lumps and reasonable smooth and flat. The usable portion of the sheet shall be free from all clip indentations and other mechanical imperfections.

**Adhesive:** Adhesives used for all processes shall be capable of forming permanent bond between the surfaces to be joined. The adhesive force shall be such that the bonded materials cannot be separated without damaging them.

**Thread:** Thread for sewing shall be cotton, nylon or cotton-covered polyester, and shall be appropriate diameter to control swell.

**Cloth:** The color of fabric or linen used for cover to differentiate states and the type of bound materials (monograph or periodical). The fabric or linen used shall be durable.

Government provided items:

- a) The COR will provide monographs and periodicals materials. Each material will be inputted in Binding database before it is sent to the contractor. Binding delivery list will be provided by the COR.
- b) The COR will be responsible for providing magnetic security strips and archival ink stamps for each monographs and periodicals to be bonded.

Insurance

- a) The contractors shall insure, at no additional charge to LOC-Jakarta, all materials against loss or damage from any cause, from the time they leave LOC-Jakarta until they are returned
- b) In the event that materials supplied by LOC-Jakarta are damage or los, the contractor shall reimburse LOC-Jakarta in full of fair market value.

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	PWS Para	Performance Threshold
<p><b>Services.</b> Performs all binding services set forth in the performance work statement (PWS)</p> <p>Contractor to perform their own quality control of each binder by following standards and specifications as mentioned on binder specifications.</p> <p>COR will perform quality control of each reel frame by frame or randomly to the contractor's binder, according to the requirements upon receipt of the contractor's quality control passed certified form.</p>	Attachment 1	<p>All required services are performed and no more than one (1) customer complaint is received per month</p> <p>Non compliance to the standard will Result of rejection of the end products and re-make of the new ones.</p> <p>COR has the right to reject the end product within 30 days upon receipt of the delivery. Contractor will re-make the product within 14 days of notification.</p>

**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.

**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.

**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 II. CLAUSES** (COMMERCIAL ITEMS – SERVICE)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), is incorporated by reference.  
(See SF-1449, block 27a): NONE

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-  
COMMERCIAL ITEMS (AUG 2011)

- (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   (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

  X   (25) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

  X   (36) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

  X   (40) [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   (43) [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   (46) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

- (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:

(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)

## 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:

<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:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	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)
52.245-2	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)

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 **IDR2,100,000.00**, 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 **IDR200,000,000**.

(2) Any order for a combination of items in excess of **IDR250,000,000**; or

(3) A series of orders from the same ordering office within 7 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 (three) 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 2 year.

#### 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.

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

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

New Year's Day	Idul Idha
Martin Luther King's Birthday	Chinese New Year
Washington's Birthday	Muslim New Year
Memorial Day	Nyepi Day
Independence Day	Good Friday
Labor Day	Muhammad's Birthday
Columbus Day	Ascension of Christ
Veterans Day	Waisak
Thanksgiving Day	Indonesia Independence Day
Christmas Day	Ascension of Muhammad
	Idul Fitri

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. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

**Financial Management Office - US Embassy Jakarta**  
**Jl. Medan Merdeka Selatan No. 5**  
**Jakarta Pusat**

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 the Library of Congress Project 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.

The following FAR clauses are provided in full text:

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 LOC Officer

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.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

**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

A. 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 has been filled out.

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

- (1) Name of a Project 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;
- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (6) Equipment Description- Describe your equipment and its compliance with the requirements in Section 1. Describe the quality and standards of the equipment and manufacturer, provide brochures and other descriptive literature describing capabilities and other features that clearly show the equipment is in compliance with the specifications for the services proposed.

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

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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 January 20, 2012 due on January 31, 2012, 4.00pm. 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, with 30 days validity.