**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**
*OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*

| | | | | |
|---|---|---|---|---|
| | | | 1. REQUISITION NUMBER | PAGE 1 OF |
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER PR3374896 | 6. SOLICITATION ISSUE DATE May 14th 2014 |
| **7. FOR SOLICITATION INFORMATION CALL:** ▶ | a. NAME Happy Dwi R. e-mail: happydr@state.gov | | b. TELEPHONE NUMBER(No collect calls) +62-21-34359242 | 8. OFFER DUE DATE/ LOCAL TIME May 30th 2014 at 13:00 WIB |

9. ISSUED BY CODE

***GSO/PCU***
***US Embassy Jakarta***

***Annex - Gedung Sarana Jaya***
***Jl. Budi Kemuliaan 1 No. 1***
***Jakarta Pusat***

10. THIS ACQUISITION IS
- ☒ UNRESTRICTED OR
- ☐ SET ASIDE:____ % FOR:
- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ EDWOSB
- ☐ 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE
See attached shipping instruction

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFERER CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE
***Financial Management Office - US Embassy***
***Jakarta Annex***
***Gedung Sarana Jaya***
***Jl. Budi Kemulyaan I No. 1***
***Jakarta Pusat***

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | IT equipment and software (see further details on attachment file)<br>*(Use Reverse and/or Attach Additional Sheets as Necessary)* | one | Lot | | |

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☒ 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)* | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER *(Type or print)* | 31c. DATE SIGNED

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

**Bidding: Requirement for Computers, and IBM i2 Analyst Notebook Software**
Opening: 5/14/2014
Closing: 5/30/2014 at 13:00 WIB time.

## I. SCOPE OF SERVICES

This solicitation is to provide the following items with specification as below. The equipment should be authorized to be purchased/sold in Indonesia, software should be genuine or have original license, and have minimum 1 year warranty period from the manufacture for service and support. All software must be installed in each laptop prior to delivery.

1. **Laptop**

2. **Software, Microsoft Windows 7 Home Basic SP1, 64bit [OEM]**
   Windows 7 Home Basic SP1; 64bit; English

3. **Software, Microsoft Office Home and Business 2010**
   Office Home and Business 2010; 32bit/64bit; English

4. **Software, SYMANTEC Norton Antivirus 2013**
   Norton Antivirus 2013; 1 user

5. **Software IBM i2Analyst Notebook Concurrent User, Premium Version**

These are various equipments below or ***equal*** has minimum specs as in code:

| No. | Item | Description* | Qty | Unit Price | Total Price (USD) |
|---|---|---|---|---|---|
| 1 | Laptop | Minimum Specification (Vendor may bid on equal or higher specification):<br><br>Intel Core i5-2520M vPro Processor, 2.5 GHz with Turbo boost up to 3.2 GHz, 1333 MHz<br><br>Genuine Windows 7 Professional (64 bit)<br><br>13.3", Widescreen; LED backlight bright LCD with wide viewing angles, WXGA, 1280 x 800, Active digitizer<br><br>Intel HD 3000 Graphics, Up to 1.3 GB<br><br>Up to 8GB total, 1333 MHz, DDR3 | Two (2) Each | | |

| | | | | | |
|---|---|---|---|---|---|
| | | 250GB, S-ATA, 5400 rpm<br><br>10/100/1000 Gigabit Ethernet LAN, Intel Centrino Advanced-N 6205 ABGN, WWAN ready, Bluetooth V3.0<br><br>Modular Dual-Layer Super Multi-Format DVD Writer<br><br>2 Megapixel webcam<br><br>Full-size, spill-resistant, anti-microbial keyboard, touchpad and scroll wheel<br><br>Up to 6 hours and 20 minutes of operational time.<br><br>1 Year, international warranty | | | |
| 2. | Software | Software, Microsoft Windows 7 Home Basic SP1, 64bit [OEM] Windows 7 Home Basic SP1; 64bit;<br><br>Software, Microsoft Office Home and Business 2010, 32bit/64bit; English<br><br>Software, SYMANTEC Norton Antivirus 2013<br><br>Software, IBM i2 Analyst's Notebook Concurrent User, Premium Version. A single computer license with multiple PC Concurrency, multi user collaboration, and one year software support, similar to what the below website states:<br>http://www.fmsasg.com/i2/Analysts_Notebook/comparison.asp<br><br>All software should be installed on each laptop by the vendor. | Two (2) each | | |

*) Vendor may quote on variety of brand and series as long as it has equal or higher/better specification.

**I.1. <u>PRICING</u>** The Contractor shall provide a firm fixed price in ***USD*** currency. Please provide information on currency exchange rate if you are using other than USD currency.

**I.2. <u>CLAUSES</u>**. See section II.

**I.3. SUBMISSION OF QUOTE**. Each offer/quotation must consist of the following:

I.3.1. Completed Standard Form SF1449 to include pricing (based on Section I).
I.3.2. Detail specification and stock availability/delivery schedule of each items (can be on a separate page or attachment on your company's letter head document).
I.3.3. Submit quote before deadline.
I.3.4. Statement on the agreement to the government's terms of payment.

**I.4. EVALUATION FACTORS**

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

**I.4. 1.** 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 which do not conform to the solicitation.

**I.4. 2.** Technical Acceptability. Technical acceptability will include a review of items listed under Article B in Section 3.

**I.4. 3.** Price Evaluation. The lowest price will be determined by price comparison among the technically acceptable and responsible offerors. The Government reserves the right to reject proposals that are unreasonably low or high in price.

**I.4. 4.** **Term of Payment**. Government term of payment is thirty (30) days after all goods/services has been received and proper invoice.

**I.5. The deadline** to submit your quotation is on **May 30th 2014 at 13:00 WIB**. Any quotation received after stipulated date will be ignored. Please follow instructions for a quotation to be considered and email to HappyDR@state.gov or fax the quotation to (6221) 34359910 or 3524303. Please note that your quotation price should be valid for thirty (30) days from the deadline of this RFQ submission date stated above.

For other bidding opportunities, please visit our official website:
http://jakarta.usembassy.gov/bidding.html

**SECTION II. CLAUSES** (COMMERCIAL ITEMS – SERVICE) LINK ATTACHED

52.212-4 Contract Terms and Conditions – Commercial Items
(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right
to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (MAR 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 (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

x (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

x (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

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)).

**ADDENDUM TO CONTRACT CLAUSES**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the internet at:

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH.
1) NUMBER TITLE
52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)

The following FAR clauses are provided in full text: 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)

652.232-70 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).

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***Gedung Sarana Jaya***
***Jl. Budi Kemulyaan I No. 1***
***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 **PACOM**

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.

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 (Pricing) 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) Complete name, location, and floor plan of dedicated room/s, security posture that represent high standard of security and safety and adequate fire escape facilities;

(6) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2)

A.3. DUNS Number.
For this bidding, all prospective providers must present their DUNS Number. Failure to provide it will result incomplete proposals and will not be considered for bid comparison and analysis. Below a link which will take you to the D&B site for registration.
http://fedgov.dnb.com/webform/displayHomePage.do

For further inquiries on the registration process and the registration status, you may contact D&B International at govt@dnb.com or their representative office in Indonesia at:
D&B Indonesia
ANZ Tower Level 23B, Jl. Jend. Sudirman Kav. 33A Jakarta 10220
Tel: (62-21) 57900939 Facs: (62-21) 57900938
www.dnb.co.id | dunsreq@dnb.co.id | operations@dnb.co.id

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) Number | Title |
|---|---|
| 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, Robert Riley, 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.

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