

**Request for Quotation (RFQ) PR-3682639
LP Gas Water Heater for PAW – Furniture Pool**

SECTION I. STANDARD FORM 1449 – LINK – PLEASE [CLICK](#)

- Block 1: Requisition Number: Insert PR-3682639; insert Page 1 of 5
- Block 6: Solicitation Issue Date: Insert September 17, 2014;
- Block 8: Offer Due Date/local time: Insert September 19, 2014, 14.30;
- Block 19: Put number “1”;
- Block 20: Put the following title “LP Gas Water Heater for PAW – Furniture Pool”;
- Block 21: Put number “1”;
- Block 22: Put “Lot”;
- Block 26: Insert the total amount of your offer;
- Block 30A: Put your signature;
- Block 30b: Put your name & title;
- Block 30c: Insert the date you sign this form;

I. SCOPE OF SERVICES – CONTINUATION OF SF1449

This solicitation is to provide the following residential appliances with specification as below. The equipment should be authorized to be purchased/sold in Indonesia, and have a minimum of 1 year warranty period from the manufacturer (Apple) covering service and support.

- 1. Rheem Water Heater, with specification:**
LP Gas, 50 Gal/190 L capacity, 3600 BTU/hr

The Embassy only accept offer for the subject brand and model as explained in the justification attached.

II. PRICING The Contractor shall provide a firm fixed price in one currency (*USD or IDR*) for, **RFQ# PR-3682639: LP Gas Water Heater for PAW – Furniture Pool**

Name of Company:

Address & Phone number:

Contract Person:

E-mail address:

CLIN#	Category	Qty	Unit	Unit Cost	V.A.T	Total Cost
1	Rheem Water Heater LP Gas, 50 Gal capacity, 3600 BTU/hr	16	Ea			
	GRAND TOTAL					

Note: Please read *Section I* for details of equipment and supplies, items, schedules, and the proposed type of function room/s, facilities and services provided.

III. TERMS AND CONDITIONS.

Product Certification:

If this is a “Brand Name Only” procurement, Vendor certifies that it is an authorized distributor of the brand name product being sold to the Department of State and that it has the certification/specialization level required by the manufacturer, to support both the product sale and product pricing, in accordance with applicable manufacturer certification/specialization requirements. Unless otherwise specified, Seller warrants that the products are new and in their original box(es).

Equipment Condition:

New Equipment ONLY; NO remanufactured or “gray market” items. All items must be covered by the manufacturer’s warranty.

Quotation Period:

Quotation MUST be good for 30 calendar days after close of solicitation.

Shipping Condition:

Shipping must be free on board (FOB) destination US Embassy Jakarta Warehouse at Jl. Hang Jebat No. 45 Jakarta, INDONESIA, which means that vendor must deliver the goods on its conveyance at the destination specified by the embassy, and the vendor is responsible for the cost of shipping and risk of loss prior to actual delivery at the specified destination.

SECTION II. CLAUSES. ([Download in PDF](#), size 26KB)

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

52.252-2CLAUSES 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

52.225-14

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).

Financial Management Office - US Embassy Jakarta Annex

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:

652.242-73 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. SUBMISSION OF QUOTE.

Each offer/quotation must consist of the following:

- A. Completed SF-1449 Form Section II to include pricing (based on Section I).
- B. Detailed specification (product information sheet) and availability/delivery schedule of each items.

SECTION IV. 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:

- 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 which do not conform to the solicitation.
- b) Technical Acceptability. Technical acceptability will include a review of items listed under Article B in Section 3.
- c) 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.
- d) Term of Payment. Government term of payment is 30 days upon received the item/s and proper invoice.

The quotation is due on **September 19, 2014**, at **14.30**. 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. Please note that your price should be valid for 30 days from September 19, 2014.