

Lange Voorhout 102
2514 EJ Den Haag
August 11, 2011

Dear Prospective Offeror(s),

Subject: Request for Quotations number S-NL800-11-Q-0014

The Embassy of the United States of America invites you to submit a quotation for language training services in The Hague.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the U.S. Embassy, General Services Office, Lange Voorhout 102, 2514 EJ Den Haag, **on or before 1600 on August 31, 2011.**

In order for a quotation to be considered, you must complete the attached form SF-1449 (areas 17, 24 and 30). You must also complete the pricing chart provided in the solicitation.

Direct any questions regarding this solicitation in writing to Ila Jurisson, Contracting Officer. Questions must be written in English and may be sent to email address USEmbassyTheHague@state.gov or to fax number 070-3102436. You may also call 070-3102210.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,



Ila Jurisson
Contracting Officer

Enclosure:
As Stated.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER PAGE 1 OF 18

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER S-NL800-11-Q-0014	6. SOLICITATION ISSUE DATE August 11, 2011
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7. FOR SOLICITATION INFORMATION CALL	a. NAME Tisha Loeper-Viti	b. TELEPHONE NUMBER (No collect calls) 070 310 2274	8. OFFER DUE DATE/ TIME August 30, 2011 / 16:00
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9. ISSUED BY U.S. Embassy General Services Office Lange Voorhout 102 2514 EJ The Hague	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> §(A) NAICS: SIZE STD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER
		13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP

15. DELIVER TO:	Code	16. Administered by:
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17.a. CONTRACTOR/OFFEROR CODE	CILITY CODE	18a. PAYMENT WILL BE MADE BY
TELEPHONE NO:		

<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Language training services – see attachments				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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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.

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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.	<input type="checkbox"/> 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Ila Jurisson	31c. DATE SIGNED
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SF 1449 cover sheet

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SECTION A – PRICES

A.1 CONTRACT TYPE

The Contractor shall perform all work required in Section B for the U.S. Embassy in The Hague. This is an indefinite delivery, indefinite quantity purchase order with fixed rates. The Contracting Officer shall order individual services through task orders. The rates stated in this purchase order shall include all direct and indirect costs, insurance, travel expenses, overhead, general and administrative expense, profit and all other costs related to the services required to perform the work described in Section B. This purchase order includes options as addressed in the attached Purchase Order Terms and Conditions.

A.2 LEVEL OF EFFORT

- (a) The contractor shall provide the services for the base period of the contract at the rates stated below.
- (b) The quantities of services specified in the Schedule are estimates only and are not guaranteed by this contract.
- (c) The contractor shall furnish to the Government, when and if ordered, the services as specified in the Schedule. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued.

A.3 PRICING

The Government will issue task orders to the contractor on a firm fixed price basis. In establishing the fixed price for individual task orders, the Government will use the fixed rates listed below (in Euros).

Base Period (one year from the date of award):

Service	Unit	Estimated Quantity	Unit Price	Ceiling Price
Language classes	Lesson	100		

First Option Year:

Service	Unit	Estimated Quantity	Unit Price	Ceiling Price
Language classes	Lesson	100		

Second Option Year:

Service	Unit	Estimated Quantity	Unit Price	Ceiling Price
Language classes	Lesson	100		

Total Base Year € _____

Total First Option Year € _____

Total Second Option Year € _____

Grand Total € _____

A.4 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of 50 lessons. This reflects the contract minimum for the entire period of performance, including any options. The amount of all orders shall not exceed 400 lessons. This reflects the contract maximum for the entire period of performance, including any options.

SECTION B – STATEMENT OF WORK

The Contractor shall provide Dutch language instruction to adult students, focusing on the professional fields, political and economic fields, cultural lesson, general interest and conversational skills typically found in mass-media publications for the foreign language speaking public. The Contractor shall develop the instruction to include the development of speaking, listening, and reading skills to permit comprehension of relevant media and face-to-face conversation. All instruction shall also include job-relevant language terminology and usage of the designated field of interest.

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

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

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

PERIOD OF PERFORMANCE

All sessions shall be scheduled between Monday and Friday 8:15am to 5:00pm at the U.S. Embassy in Den Haag. Attendance will range from 1 to 5 students in each class. Lessons shall be offered at the direction of the Post Language Officer on days mutually agreed upon between the Post Language Officer and Contractor.

CONTRACTOR FURNISHED PROPERTY

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

The Contractor shall provide all instructional materials including texts, class exercises, handouts, tests, and audio-visual media. The Contractor shall provide any other required classroom materials such as newspapers, magazines, or photocopied materials, written in the designated language for use by students in exercises.

SPECIFIC TASKS

The contractor shall provide instructional Foreign Language Training services at the prices shown in this quotation. The objective of each training module or lesson is to prepare all students as efficiently and effectively as possible to accomplish the goals of the training.

GOALS OF FOREIGN LANGUAGE TRAINING

The goal of training is to provide the student with the skills and knowledge necessary to rapidly reach the desired level of performance.

GOVERNMENT-FURNISHED PROPERTY AND INFORMATION

1. The Government shall provide all necessary site support materials and equipment, including items such as:

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

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

2. The Government shall provide all needed classroom space to include all furnishings necessary for a proper learning atmosphere.

SECTION D - DELIVERIES AND PERFORMANCE

D.1 Period of Performance

The base contract period will be one year from the date of award. The Government may extend the purchase order by exercising a one-year option. The contract period, including a maximum of two option years, may not exceed three years.

D.2 The Department of State observes the following days as holidays:

New Year's Day	Good Friday
Martin Luther King's Birthday	Easter Monday
Washington's Birthday	Queen's Day
Memorial Day	Liberation Day
Independence Day	Ascension Day
Labor Day	Whit Monday
Columbus Day	2 nd Christmas Day
Veterans Day	
Thanksgiving Day	
Christmas Day	

SECTION E - CONTRACT ADMINISTRATION DATA

E.1 INVOICING AND PAYING INSTRUCTIONS

- a. The Contractor shall submit the invoice in the original and three copies to the designated billing address indicated below. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed. If the amount billed is incorrect, the COR will, within seven days, request the Contractor to submit a revised invoice.

The COR for this contract is the Post language Officer

- b. The Contractor shall specifically identify the last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued.
- c. Contractor shall mail the invoices to:

U.S. Embassy
Attn: FMC
Lange Voorhout 102
2514 EJ The Hague
The Netherlands

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

SECTION F - SPECIAL CONTRACT REQUIREMENTS

F.1. PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for this contract.

F.2. RELEASE OF INFORMATION

All information furnished to the Contractor and developed by the Contractor in connection with this transaction shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

SECTION G - CONTRACT CLAUSES

G.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This purchase order or BPA 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. Also, the full text of a clause may be accessed electronically at this address: <http://acquisition.gov/far/index.html>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	SEPT 2007
52.213-2	Invoices (if order is for subscriptions with advance payments)	APR 1984
52.213-4	Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items)	AUG 2009
52.217-6	Options for Increased Quantity (if order contains options where the quantity is expressed as a percentage of the basic order quantity or as an additional quantity of a specific line item)	MAR 1989
52.217-8	Option to Extend Services (if order is for services and contains options)	NOV 1999
52.217-9	Option to Extend the Term of the Contract (if order is for services and contains options) Fill-in for paragraph (a): “the performance period of the order or within 30 days after funds for the option become available, whichever is later.” Fill-in for paragraph (c): 6 months.	MAR 2000
52.222-50	Combating Trafficking in Persons Alternate I (applies when notified of specific U.S. directives or notices regarding trafficking in persons)	FEB 2009 AUG 2007
52.225-14	Inconsistency Between English Version and Translation of Contract (if a translation of the contract is attached)	FEB 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts)	MAR 2008
52.227-14	Rights in Data – General (if order involves the	DEC 2007

	production, furnishing, or acquiring of data)	
52.227-17	Rights in Data – Special Works (if order is for the compilation or production of data for the Government’s own use)	DEC 2007
52.228-3	Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-36	Payment by Third Party (if payment will be made through the Governmentwide purchase card)	MAY 1999
52.233-1	Disputes Alternate I	JUL 2002 DEC 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (for services to be performed on USG installations)	APR 1984
52.237-11	Accepting and Dispensing of \$1 Coin (for services that involve business operations conducted in U.S. coin and currency, including vending machines)	SEP 2008
52.242-17	Government Delay of Work (for supplies)	APR 1984
52.243-1	Changes – Fixed Price (for supplies) Alternate I (for services)	AUG 1987 APR 1984
52.245-1	Government Property (if the Department will provide Government property to the contractor)	JUNE 2007
52.247-35	F.o.b. Destination, Within Consignee’s Premises (for supplies requiring inside delivery)	APR 1984

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.228-71	Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas and when the contract includes covered contractor employees as defined in paragraph (a) of the clause) Fill-in for paragraph (c): “(c) The current rate under the Department of State contract is [<i>contracting officer insert rate</i>] of compensation for services.”	JUNE 2006
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988

652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

Department of State Personal Identification Card Issuance Procedures

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

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

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

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

(End of clause)

G.2 FAR CLAUSE IS 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 € 100.00, 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 €2,000.00;
- (2) Any order for a combination of items in excess of €4,000.00; or
- (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five 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 provision.

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

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

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

SECTION H - LIST OF ATTACHMENTS

The following documents are attached and made a part of this contract:

None

SECTION I - INSTRUCTION ON HOW TO SUBMIT A QUOTATION

I.1 SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described in Section B.

Summary of Instructions

Each quotation must consist of the following:

- 1) Executed Standard Form 1449
- 2) Completed Section A – Prices must consist of per lesson rate to include professional services, travel expenses, overhead, G&A, profit, subcontractor costs, reproduction costs and all other costs related to the services required to perform the work described in Section B of this request for quotations.
- 3) Information on proposed teaching methodology, curriculum, and lesson information.
- 4) Management Information consisting of the following:
 - a. Evidence that the quoter operates an established business with a permanent address and telephone listing;
 - b. List of clients, demonstrating prior experience with relevant past performance information and references;
 - c. Evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section G).

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the offer.

I.2 Submit the complete quotation to the address indicated on the solicitation cover page, if mailed, or the address set forth below, if hand delivered.

U.S. Embassy
General Services Office
Lange Voorhout 102
2514 EJ Den Haag

Quotations submitted after the due date and time indicated on the SF-1449 cover sheet may not be considered.

SECTION J – EVALUATION CRITERIA

J.1 Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The lowest price will be determined by evaluating the hourly rate given in Section A of this solicitation. Acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ. Responsibility will be determined by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- 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.

J.2 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.

J.3 OTHER DOCUMENTATION

Please also include the full name of your company and your company's Taxpayer Identification Number (TIN). We would also appreciate any references/documentation you have regarding your past performance of Dutch language instruction.