

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR10841673		PAGE 1 OF 30				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL		a. NAME Ardi Putro Putroa@state.gov				b. TELEPHONE NUMBER(No collect calls) 62-21-5083-1000		8. OFFER DUE DATE/		
9. ISSUED BY American Embassy Jakarta Jl. Merdeka Selatan Jakarta, Indonesia			CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS	
15. DELIVER TO American Embassy Jakarta Jl. Merdeka Selatan No. 3 Jakarta			CODE		16. ADMINISTERED BY See block 7a. Procurement Contracting Unit US Embassy Jakarta					
17a. CONTRACTOR/OFFEROR CODE			FACILITY CODE		18a. PAYMENT WILL BE MADE BY American Embassy Jakarta Financial Management Officer Jl. Merdeka Selatan No. 3 Jakarta, Indonesia					
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					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
1.		Service per continuation			1	Lot				
<small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>										
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										
<input type="checkbox"/> 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.						<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:				
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		
					Chris Smith					

**Request for Quotation
West Java Regional Police Detention Facility Security Management Training
July 17-29, 2022**

Content:

Section 1: The Schedule, including: SF1449, Pricing (block 23), Scope of work (block 20), Attachments.

Section 2: Contract Clauses and Addendum to Contract Clauses – FAR DOSAR Clauses not prescribed in Part 12

Section 3: **Solicitation Provision (Each offer MUST provide the information required per **Section III: Solicitation Provision**)** and Addendum to Solicitation provision - FAR DOSAR Clauses not prescribed in Part 12

Section 4: Evaluation factors and Addendum to Evaluation factors - FAR DOSAR Clauses not prescribed in Part 12

Section 5: Representation and Certifications and Addendum to Representations and Certifications - FAR DOSAR Clauses not prescribed in Part 12

SECTION I. THE SCHEDULE

This solicitation is to provide the following functions rooms and services for an event for period of **June 5-18, 2022**. The provider should be at least a **four-star hotel in Bandung City Center** area.

The contract type will be a firm fixed price purchase order/contract.

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory 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 monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Paragraphs	Performance Threshold
<u>Services.</u> Performs all services set forth in the scope of work.	Section 1 Continuation of SF1449, Description/ Specifications/Work Statement 1 thru 2.	All required services are performed and no more than ten (10) customer complaints are received per total package.

1. 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.

2. STANDARD. The performance standard is that the Government receives no more than ten (10)

customer complaint per total package. 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 (May 2001), if any of the services exceed the standard.

3. 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.]

II. PRICING:

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

**Request for Quotation
West Java Regional Police Detention Facility Security Management Training
July 17-29, 2022**

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

Name of provider & logo:
Project Manager:

Address & Phone number:
E-mail address:

1. Meeting requirement

CLIN#	Category	Qty	Unit	Times		Unit Cost/Time	Total Cost
A	<p>One (1) conference room to accommodate approximately 46 people on July 18, 2022 from 7am-5pm.</p> <p>Must be air conditioned, must have unobstructed view of screen from all tables, must have a PA system and adequate size for workshop equipment to be U-Shape seating style, and adequate size for committee and trainers' space for 10 people, working with contracted vendor to set-up space in the meeting room. Must be able to be set-up as follows: U-Shape set up, for 30 participants (10 persons on each side); 1 rectangular table with 2 seats, for presentation, and the equipment; 7 rectangular tables with a total of 14 seats for the committee.</p> <p>The seating arrangement must be 1 meter away from each other to comply with social distancing.</p>	1	room	1	day		
B	Coffee breaks (two times, at 09.00am and 2.00pm) per day (x 1 day) with tea,	46	pax	1	day		

	coffee, free mineral water, and 3 kinds of pastries, savor and sweet, for up to 46 people on July 18, 2022						
C	A conference lunch buffet style from 11.30pm-1.30pm consisting of mix of local food with free mineral water, for up to 46 people on July 18, 2022 (x 1 day).	46	pax	1	day		
D	<p>One (1) conference room to accommodate approximately 42 people on July 19-22, 2022 from 7am-5pm.</p> <p>Must be air conditioned, must have unobstructed view of screen from all tables, must have a PA system and adequate size for workshop equipment to be U-Shape seating style, and adequate size for committee and trainers' space for 10 people, working with contracted vendor to set-up space in the meeting room. Must be able to be set-up as follows: U-Shape set up, for 30 participants (10 persons on each side); 1 rectangular table with 2 seats, for presentation, and the equipment; 5 rectangular table with a total of 10 seats for the committee.</p> <p>The seating arrangement must be 1 meter away from each other to comply social distancing.</p>	1	room	4	day		
E	Coffee breaks (two times, at 09.00am and 2.00pm) per day (x 4 days) with tea, coffee, free mineral water, and 3 kinds of pastries, savor and sweet, for up to 42 people on July 19-22, 2022 .	42	pax	4	day		
F	A conference lunch buffet style from 11.30pm-1.30pm consisting of mix of local food with free mineral water, approximately for up to 42 people on July 19-22, 2022 (x 4 days).	42	pax	4	day		

G	<p>One (1) conference room to accommodate approximately 40 people on July 25-28, 2022 from 7am-5pm.</p> <p>Must be air conditioned, must have unobstructed view of screen from all tables, must have a PA system and adequate size for workshop equipment to be U-Shape seating style, and adequate size for committee and trainers' space for 10 people, working with contracted vendor to set-up space in the meeting room. Must be able to be set-up as follows: U-Shape set up, for 30 participants (10 persons on each side); 1 rectangular table with 2 seats, for presentation, and the equipment; 4 rectangular tables with a total of 8 seats for the committee.</p> <p>The seating arrangement must be 1 meter away from each other to comply social distancing.</p>	1	room	4	day		
H	<p>Coffee breaks (two times, at 09.00am and 2.00pm) per day (x 4 days) with tea, coffee, free mineral water, and 3 kinds of pastries, savor and sweet, for up to 40 people on July 25-28, 2022.</p>	40	pax	4	day		
I	<p>A conference lunch buffet style from 11.30pm-1.30pm consisting of mix of local food with free mineral water, approximately for up to 40 people on July 25-28, 2022.</p>	40	pax	4	day		
J	<p>One (1) conference room to accommodate approximately 44 people on July 29, 2022 from 7am-5pm.</p> <p>Must be air conditioned, must have unobstructed view of screen from all tables, must have a PA system and adequate size for workshop equipment to be U-Shape seating style, and adequate size for committee and trainers' space for 10 people, working</p>	1	room	1	day		

	<p>with contracted vendor to set-up space in the meeting room. Must be able to be set-up as follows: U-Shape set up, for 30 participants (10 persons on each side); 1 rectangular table with 2 seats, for presentation, and the equipment; 6 rectangular table with a total of 12 seats for the committee.</p> <p>The seating arrangement must be 1 meter away from each other to comply social distancing.</p>						
K	<p>Coffee breaks (two times, at 09.00am and 2.00pm) per day (x 1 day) with tea, coffee, free mineral water, and 3 kinds of pastries, savor and sweet, for up to 44 people on July 29, 2022.</p>	44	pax	1	day		
L	<p>A conference lunch buffet style from 11.30pm-1.30pm consisting of mix of local food with free mineral water, for up to 42 people on July 29, 2022 (x 1 day).</p>	44	pax	1	day		
M	<p>Equipment and supplies during the conference, July 18-22 & 25-29, 2022:</p> <p>Must prepare and provide supplies as follows:</p> <p>Facial masks and hand sanitizers for all participants every day. Electric sockets with minimum 2 sockets under each table, 2 flip chart stand, including minimum of 10 sheets of flipchart papers per day, 2 whiteboards including a board eraser and 2 markers per day in the classroom, 1 projection screen with minimum size of 200 cm x 300 cm in the classroom, three (3) wireless microphones, Basic microphone sound system including connecting cable from sound system to laptop and transmitter of clip-on microphone, Standard meeting supplies for each participant (pen and minimum of A4 size papers). Free mineral water for participants</p>	1	set	10	day		

	<p>during the training, rectangular table with 4 seats for master trainers in the right front side, rectangular table with 4 seats for observers in the left back side, rectangular table with 2 seats for operator and committee in the right front side.</p> <p>Also require a concierge for troubleshooting any conference support activities.</p> <p>The seating arrangement must be 1 meter away from each other to comply social distancing</p>						
N	<p>Additional equipment for opening and closing ceremonies (June 18 & 29, 2022) ceremony: One (1) podium, two (2) rectangular table with 4 seats each in front of the class</p>	1	Set	2	day		
O	<p>Business center on-site to be charged ON ACTUAL COST ONLY</p>	1	set	10	day	Rp.2,000,000	Rp.2,000,000
P	<p>Wi-Fi connection access in the conference rooms</p>	1	set	10	day		
Q	<p>Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):</p> <p>(Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).</p> <p>Check-in: July 17, 2022; check-out July 18, 2022.</p>	2	room	1	night		
R	<p>Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):</p>	6	room	12	night		

	<p>(Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection, free late check out at 3 p.m.).</p> <p>Check-in: July 17, 2022; check-out July 29, 2022.</p>						
S	<p>Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):</p> <p>(Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).</p> <p>Check-in: July 17, 2022 (transport from/to airport-hotel); check-out July 22, 2022.</p>	4	room	5	night		
T	<p>Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):</p> <p>(Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).</p> <p>Check-in: July 17, 2022; check-out July 22, 2022.</p>	17	room	5	night		
U	<p>Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):</p> <p>(Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).</p> <p>Check-in: July 24, 2022; check-out July 29, 2022.</p>	17	room	5	night		

V	<p>Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):</p> <p>(Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).</p> <p>Check-in: July 24, 2022; check-out July 29, 2022.</p>	2	room	5	night		
W	<p>Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):</p> <p>(Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).</p> <p>Check-in: July 28, 2022; check-out July 29, 2022.</p>	2	room	2	night		
	TOTAL						

TOTAL = Rp. _____
 III. VALUE ADDED TAX.

Value Added Tax (VAT) is not included in the CLIN rates. VAT must not be charged since this type of service is exempted from VAT.

Scope of Services

This solicitation is to provide the following function rooms and services for an event for the period of **July 17-29, 2022**. The provider should be at least a four-star hotel chain in **Bandung City, North Sumatra**.

Meeting Package Criteria

1. One (1) conference room to accommodate approximately **46** people on **July 18, 2022** from 7am-5pm. Must be air conditioned, must have unobstructed view of screen from all tables, must have a PA system and adequate size for workshop equipment to be **U-Shape** seating style, and adequate size for committee and trainers' space for 10 people, working with contracted vendor to set-up space in the meeting room. Must be able to be set-up as follows: **U-Shape** set up, for 30

- participants (10 persons on each side); 1 rectangular table with 2 seats, for presentation, and the equipment; 7 rectangular tables with a total of 14 seats for the committee. The seating arrangement must be 1 meter away from each other to comply social distancing
2. Coffee breaks (two times, at 09.00am and 2.00pm) per day (x 1 day) with tea, coffee, free mineral water, and 3 kinds of pastries, savor and sweet, for up to 46 people on **July 18, 2022**.
 3. A conference lunch buffet style from 11.30pm-1.30pm consisting of mix of local food with free mineral water, for up to 46 people on **July 18, 2022**.
 4. One (1) conference room to accommodate approximately 42 people on **July 19-22, 2022** from 7am-5pm. Must be air conditioned, must have unobstructed view of screen from all tables, must have a PA system and adequate size for workshop equipment to be U-Shape seating style, and adequate size for committee and trainers' space for 10 people, working with contracted vendor to set-up space in the meeting room. Must be able to be set-up as follows: U-Shape set up, for 30 participants (10 persons on each side); 1 rectangular table with 2 seats, for presentation, and the equipment; 5 rectangular table with a total of 10 seats for the committee. The seating arrangement must be 1 meter away from each other to comply social distancing.
 5. Coffee breaks (two times, at 09.00am and 2.00pm) per day with tea, coffee, free mineral water, and 3 kinds of pastries, savor and sweet, for up to 42 people on **July 19-22, 2022**.
 6. A conference lunch buffet style from 11.30pm-1.30pm consisting of mix of local food with free mineral water, approximately for up to 42 people on **July 19-22, 2022**.
 7. One (1) conference room to accommodate approximately 40 people on **July 25-28, 2022** from 7am-5pm. Must be air conditioned, must have unobstructed view of screen from all tables, must have a PA system and adequate size for workshop equipment to be U-Shape seating style, and adequate size for committee and trainers' space for 10 people, working with contracted vendor to set-up space in the meeting room. Must be able to be set-up as follows: U-Shape set up, for 30 participants (10 persons on each side); 1 rectangular table with 2 seats, for presentation, and the equipment; 4 rectangular tables with a total of 8 seats for the committee. The seating arrangement must be 1 meter away from each other to comply social distancing.
 8. Coffee breaks (two times, at 09.00am and 2.00pm) per day with tea, coffee, free mineral water, and 2 kinds of pastries, savor and sweet, for up to 40 people on **July 25-28, 2022**.
 9. A conference lunch buffet style from 11.30pm-1.30pm consisting of mix of local food with free mineral water, approximately for up to 40 people on **July 25-28, 2022**.
 10. One (1) conference room to accommodate approximately 44 people on **July 29, 2022** from 7am-5pm. Must be air conditioned, must have unobstructed view of screen from all tables, must have a PA system and adequate size for workshop equipment to be U-Shape seating style, and adequate size for committee and trainers' space for 10 people, working with contracted vendor to set-up space in the meeting room. Must be able to be set-up as follows: U-Shape set up, for 30 participants (10 persons on each side); 1 rectangular table with 2 seats, for presentation, and the equipment; 6 rectangular table with a total of 12 seats for the committee. The seating arrangement must be 1 meter away from each other to comply social distancing
 11. Coffee breaks (two times, at 09.00am and 2.00pm) per day (x 1 day) with tea, coffee, free mineral water, and 2 kinds of pastries, savor and sweet, for up to 44 people on **July 29, 2022**.
 12. A conference lunch buffet style from 11.30pm-1.30pm consisting of mix of local food with free mineral water, for up to 44 people on **July 29, 2022**.

Meeting room requirements:

1. Equipment and supplies during the conference, must prepare and provide supplies as follows:
 - a. Facial masks and hand sanitizers for all participants every day. Electric sockets with minimum 2 sockets under each table, 2 flip chart stand, including minimum of 10 sheets of flipchart papers per day, 2 whiteboards including a board eraser and 2 markers per day

in the classroom, 1 projection screen with minimum size of 200 cm x 300 cm in the classroom, three (3) wireless microphones, Basic microphone sound system including connecting cable from sound system to laptop and transmitter of clip-on microphone, Standard meeting supplies for each participant (pen and minimum of A4 size papers). Free mineral water for participants during the training, rectangular table with 4 seats for master trainers in the right front side, rectangular table with 4 seats for observers in the left back side, rectangular table with 2 seats for operator and committee in the right front side.

- b. Also require a concierge for troubleshooting any conference support activities.
2. Additional equipment for opening and closing (July 18 & 29, 2022) ceremonies:
One (1) podium, two (2) rectangular table with 4 seats each in front of the class.
 3. Business center on-site to be charged a discounted rate for services.
 4. Included Wi-Fi connection access in guest rooms and meeting space.

Rooms and other required facilities/services

1. Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):
 - a. (Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).
Check-in: **July 17, 2022**; check-out **July 18, 2022** for 2 people.
 - b. A standard depository security safe must be available in every room.
2. Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):
 - a. (Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).
Check-in: **July 17, 2022**; check-out **July 29, 2022** for 6 people.
 - b. A standard depository security safe must be available in every room.
3. Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):
 - a. (Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).
Check-in: **July 17, 2022**; check-out **July 22, 2022** for 4 people.
 - b. A standard depository security safe must be available in every room.
4. Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):
 - a. (Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).
Check-in: **July 17, 2022**; check-out **July 22, 2022** for **17** people.
 - b. A standard depository security safe must be available in every room.
5. Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):
 - a. (Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).
Check-in: **July 24, 2022**; check-out **July 29, 2022** for **17** people.
 - b. A standard depository security safe must be available in every room.
6. Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):

- a. (Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).
Check-in: **July 24, 2022**; check-out **July 29, 2022** for **2** people.
 - b. A standard depository security safe must be available in every room.
7. Hotel should have adequate numbers of standard rooms (single occupancy- to include breakfast):
- a. (Single occupancy, air conditioned, free and dedicated Wi-Fi internet connection; free late check out at 3 p.m.).
Check-in: **July 28, 2022**; check-out **July 29, 2022** for 2 people.
 - b. A standard depository security safe must be available in every room.

SECTION II. CLAUSES

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

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Jun 2016)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (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) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(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:

(1) through (3) Reserved/not applicable

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) through (7) Reserved/not applicable

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(9) through (24) Reserved/not applicable

(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (26) through (32) Reserved/not applicable

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (34) through (41) Reserved/not applicable

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (43) through (47) Reserved/not applicable

X (48) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (49) through (51) Reserved/not applicable

X (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (54) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (55) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (58) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(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.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(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 at:

<http://acquisition.gov/far/index.html> <http://farsite.hill.af.mil/search.htm>

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

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.

652.232-70 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
Gedung Sarana Jaya Jl. Budi Kemuliaan I/1
Jakarta Pusat 10110**

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

submitted for payment.

- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is PAS 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.

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 (OCT 2015),
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. Please quote each CLIN per package per day/unit.

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

- (1) Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with permanent address and telephone listing;
- (3) List of 3 clients, demonstrating prior experience with relevant past performance information and references;
- (4) Complete name of venue/room, location, illustration, and floor plan of dedicated room/s (to include breakout room and lodging room if any),
- (5) Complete illustration of 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 above)

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

A.4. *Quoters must register in the System for Award Management (SAM) prior to submission. Registration information is available on link below – please register based on sequential number: i) D&B Indonesia www.dnb.co.id ii) NCAGE, please contact Pusat Kodifikasi Pertahanan RI Phone: 62-21-766-8062863 iii) SAM, www.sam.gov*

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

52.252-2 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)

<u>Number</u>	<u>Title</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

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, Management officer, 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.

SECTION IV. EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- 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 will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- 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
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION. V
ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

Term of payment 30 days upon receive the service/s and invoice/s. Quote must reach us on or before 11 Feb 2018, 15.00 noon to Putroa@state.gov.