**ORDER FOR COMMERCIAL ITEMS**

**OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

<table>
<thead>
<tr>
<th>1. REQUISITION NUMBER</th>
<th>5. SOLICITATION NUMBER</th>
<th>9. ISSUED BY CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SID320-PR10856989</td>
<td></td>
<td>American Embassy Jakarta - GSO/PCU</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. CONTRACT NO.</th>
<th>3. AWARD/EFFECTIVE DATE</th>
<th>4. ORDER NUMBER</th>
<th>6. SOLICITATION ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>August 1, 2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. FOR SOLICITATION INFORMATION CALL a. NAME</th>
<th>b. TELEPHONE NUMBER (No collect calls)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desi Iskasari</td>
<td>62-21-5083-1000 X 0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. OFFER DUE DATE/LOCAL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 30, 2021 12.00 noon Jakarta Time</td>
</tr>
</tbody>
</table>

**FOR SOLICITATION INFORMATION CALL**

- **a. NAME:** Desi Iskasari
- **b. TELEPHONE NUMBER:** 62-21-5083-1000 X 0

<table>
<thead>
<tr>
<th>10. THIS ACQUISITION IS</th>
<th>11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED</th>
<th>12. DISCOUNT TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNRESTRICTED</td>
<td>SEE SCHEDULE</td>
<td></td>
</tr>
<tr>
<td>SMALL BUSINESS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUBZONE SMALL BUSINESS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R(A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAICS: Size Std:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) |
| 13b. RATING |
| RFQ           | IFB          | RFP          |

**15. DELIVER TO CODE**

- **American Embassy Jakarta**
- **Jl. Merdeka Selatan No. 3**
- **Jakarta, Indonesia**
- **Fax:** 3435-9910

<table>
<thead>
<tr>
<th>16. ADMINISTERED BY CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Embassy Jakarta</td>
</tr>
<tr>
<td>Jl. Merdeka Selatan No. 3</td>
</tr>
<tr>
<td>Jakarta, Indonesia</td>
</tr>
</tbody>
</table>

**17a. CONTRACTOR/ OFFEROR CODE**

<table>
<thead>
<tr>
<th>18a. PAYMENT WILL BE MADE BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Embassy Jakarta</td>
</tr>
<tr>
<td>Financial Management Officer</td>
</tr>
<tr>
<td>Jl. Merdeka Selatan No. 3</td>
</tr>
<tr>
<td>Jakarta, Indonesia</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED</th>
</tr>
</thead>
<tbody>
<tr>
<td>See block 7a. Procurement Contracting Unit</td>
</tr>
<tr>
<td>US Embassy Jakarta</td>
</tr>
</tbody>
</table>

**19. ITEM NO.**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Service as per continuation of RFQ and FAR clauses: SID320-PR10856989 LGF Uniform Package, 2022</td>
<td>1</td>
<td>Lot</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**25. ACCOUNTING AND APPROPRIATION DATA**

- **TOTAL AWARD AMOUNT** (For Govt. Use Only)
- **SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED.**
- **CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA 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**

<table>
<thead>
<tr>
<th>30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)</th>
<th>30c. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>31b. NAME OF CONTRACTING OFFICER (Type or Print)</th>
<th>31c. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**STANDARD FORM 1449**

**PR10856989 RFQ for LGF Uniform**

1/19
Request for Quotations (RFQ and FAR Clauses)
SID320-PR10856989 LGF Uniform package, 2022

Content:
Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number Prices, Block 23
- Continuation To SF-1449, RFQ Number, Schedule Of Supplies/Services, Block 20
  Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Statement of Work, Government Furnished Property

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
SECTION I. THE SCHEDULE – CONTINUATION TO SF-1449

A. General

The contractor shall furnish and deliver Uniform for LGF - U.S. Embassy Jakarta, in accordance with the specifications and terms and conditions set forth herein. The contract type will be a firm fixed price purchase order/contract. The prices listed below shall include labor, materials, overhead, packaging, profit, and transportation necessary to deliver required items to the US Embassy.

The specification of Works for details per section 1 paragraph IV and content of quotation per section 3. The contract type will be a firm fixed price purchase order/contract.

B. Pricing

In accordance with Bank Indonesia regulation No. 17/3/PBI/2015, the Contractor SHALL provide a firm fixed price in Indonesian Rupiah (one currency only). This applies to all firms and there are no exceptions.

<table>
<thead>
<tr>
<th>PR10856989 – Guard Uniform 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of provider &amp; logo:</strong></td>
</tr>
<tr>
<td><strong>Project Manager:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIN#</th>
<th>Category</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Guard Supervisors – Jakarta Medan</td>
<td>27</td>
<td>Pk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Guards – Jakarta Medan</td>
<td>343</td>
<td>Pk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Patrolmen – Jakarta</td>
<td>81</td>
<td>Pk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Senior Guard - Jakarta</td>
<td>11</td>
<td>Pk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Guard Trainer - Jakarta</td>
<td>2</td>
<td>Pk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Guard Supervisors – Surabaya Bali</td>
<td>8</td>
<td>Pk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Guards– Surabaya Bali</td>
<td>76</td>
<td>Pk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Senior Guard - Surabaya</td>
<td>8</td>
<td>Pk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Patrol - Surabaya</td>
<td>21</td>
<td>pk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Guard Trainer - Surabaya</td>
<td>1</td>
<td>Pk</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VAT <em>11</em>%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. Value Added Tax

Value Added Tax (VAT): if VAT will be charged, the vendor must prepare the faktur pajak (tax invoice) along with the payment invoice.
D. Specification of Works:

The Contractor shall provide the uniform according to Section 1 for the Embassy of the United States of America in Jakarta, Indonesia. The U. S. Government will pay the rates stated therein for the items in accordance with rates provided by the contractor.

*The standard of the materials should be referred to TNI/POLRI standard. The color of some items and model of uniform will be probably different for each section. Personally measurement is required for ready to wear uniform package. The package should be wrapped personally for each person and should be wrapped in a box with size maximum L45*W35*H35*cm.*

*All of the brand name of material below can be substituted with the equal to quality/type or higher quality material. First set of each item (mock up) must be approved by requestor prior to the mass production.*

Uniform package (on pricing: item #1 through 15), consisting of:

1. Uniform set:
   a. Uniform set (PDL style), Tailored, ready to wear, consisting of shirt and pants, material: cotton twill 50-100%, high twisted, from: Intercooler, Proof, Solomon or equal, with zipper YKK or equal for Jakarta and Medan,
   b. Uniform set (PDL style), MATERIAL ONLY, consisting of shirt and pants, material: cotton twill 50-100%, high twisted, Intercooler, Proof, Solomon or equal to for Surabaya and Bali,

2. Rank signs for all uniform,
3. Attributes for all uniform - to include plastic name tag with magnet.
4. Daily hats include emblems,
5. Small belt, canvas or equal to,
6. Big Belt with logo designed for PDL style,
7. Big Cord and whistle,
8. Socks 100% cotton,
9. Duty shoes (PDL)
10. Raincoat. Material: Inconitex or equivalent (high performance fabrics), 100%PES or Hydrophilic/Durable Water Repellent (DWR), waterproofness, one front pocket, fully seam taped/shield, waterproof zipper, including pouch (28x30xcm) light waterproofed coat with zipper and pants, customized reflective logo, 3M spotlight or equal.
11. Training Pants (black). Material: cotton or equal,
12. Training Polo Shirt. Material: Cotton, LaCoste, Polo or equal,
13. Batik Shirt – long sleeves, material: cotton,
14. Training Polo Shirt for Guard Trainer, with embroidered logo with different color per package. Material of polo shirt: cotton or equal,
15. Training cargo/training pants for Guard Trainer. Material: ripstak/tactical pants material or equal.

See distribution list for each packages.
**Fabrics:**

Sample of fabrics will be provided by the COR. All of the brand name of material can be substituted with the equal to quality/type or higher quality material. The color of some items and model of uniform will be probably different for each section. The package should be wrapped personally for each person. Zipper quality must have grade A, YKK or equal.

**Measurement:**

Measurement is in personal size, except for some items use XS trough XXL size or can be used the numbers with the EU, UK, or US standard, shoes between 39-48, or any other acceptable measurement which approved by COR.

**Mockup:**

First set of each item (mock up) must be prepared by the contractor and approved by COR prior to the mass production, in at least 4 weeks after the contract signed, or approved by COR and contractor in advance.

The mockup must be provided by the contractor in two (2) sets of items, once it is approved, one set should be kept by the COR and other set will be kept by the contractor, so each party can compare if the fabrics or style etc is not matched with the approved mock up. The mock up is part of the order.

**Site Visit:**

The site visit to check the item/s will be held on August 10, 2022 starting 13.00 at U.S. Embassy, Jl. Merdeka Selatan No. 3 via webex. Prospective offerors/quoters should contact Procurement (6221-5083-1000) for additional information or to arrange entry to the building, 2X24 hours prior to the date, at minimum, to get the link.
**DISTRIBUTION PER PERSON/PER PACKAGE (on pricing: item #1 through 14):**

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Guards Supervisor - Jakarta &amp; Medan</th>
<th>Guards - Jakarta &amp; Medan</th>
<th>Patrolmen - Jakarta</th>
<th>Senior Guard - Jakarta</th>
<th>Guard Trainer - Jakarta</th>
<th>Guard Supervisor - Surabaya &amp; Bali</th>
<th>Guards - Surabaya &amp; Bali</th>
<th>Senior Guard - Surabaya</th>
<th>Patrol - Surabaya</th>
<th>Guard Trainer - Surabaya</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>Uniform set (Sewn Jakarta and Medan) PDL style</td>
<td>3 set</td>
<td>3 set</td>
<td>3 set</td>
<td>3 Set</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1b</td>
<td>Uniform set (Material only: Surabaya and Bali) PDL style</td>
<td>3 Set</td>
<td></td>
<td></td>
<td></td>
<td>3 set</td>
<td>3 set</td>
<td></td>
<td>3 set</td>
<td>1 set</td>
<td>3 set</td>
</tr>
<tr>
<td>2</td>
<td>Rank Signs</td>
<td>3 set</td>
<td>3 set</td>
<td>3 set</td>
<td>3 Set</td>
<td>3 Set</td>
<td>3 Set</td>
<td>3 Set</td>
<td>3 Set</td>
<td>1 set</td>
<td>3 set</td>
</tr>
<tr>
<td>3</td>
<td>Attributes</td>
<td>3 set</td>
<td>3 set</td>
<td>3 set</td>
<td>3 Set</td>
<td>3 Set</td>
<td>3 Set</td>
<td>3 Set</td>
<td>3 Set</td>
<td>1 set</td>
<td>3 set</td>
</tr>
<tr>
<td>4</td>
<td>Daily hats w/ emblem</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
</tr>
<tr>
<td>5</td>
<td>Small belts</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 Ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
</tr>
<tr>
<td>6</td>
<td>Big belt with logo</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 Ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
</tr>
<tr>
<td>7</td>
<td>Big cords and whistle</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 Ea</td>
<td>0 ea</td>
<td>0 ea</td>
<td>0 ea</td>
<td>0 ea</td>
<td>1 ea</td>
<td>1 ea</td>
</tr>
<tr>
<td>8</td>
<td>Socks</td>
<td>4 Pair</td>
<td>4 Pair</td>
<td>4 Pair</td>
<td>4 Pair</td>
<td>4 Pair</td>
<td>4 Pair</td>
<td>4 Pair</td>
<td>4 Pair</td>
<td>4 Pair</td>
<td>4 Pair</td>
</tr>
<tr>
<td>9</td>
<td>Duty Shoes (PDL)</td>
<td>2 Pair</td>
<td>2 Pair</td>
<td>2 Pair</td>
<td>2 Pair</td>
<td>2 Pair</td>
<td>2 Pair</td>
<td>2 Pair</td>
<td>2 Pair</td>
<td>2 Pair</td>
<td>2 Pair</td>
</tr>
<tr>
<td>10</td>
<td>Rain coat</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 Ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
</tr>
<tr>
<td>11</td>
<td>Training Pants (Black)</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 Ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
</tr>
<tr>
<td>12</td>
<td>Training Polo Shirt</td>
<td>2 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 Ea</td>
<td>3 ea</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
<td>2 ea</td>
</tr>
<tr>
<td>13</td>
<td>Betik shirt</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 Ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
<td>1 ea</td>
</tr>
<tr>
<td>14</td>
<td>Guard Trainer Polo shirt with logo</td>
<td>2 ea</td>
<td></td>
<td></td>
<td>5 ea</td>
<td>2 ea</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Guard trainer cargo/training pants</td>
<td>2 ea</td>
<td></td>
<td></td>
<td></td>
<td>2 ea</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Packages of Guard uniform</td>
<td><strong>27</strong></td>
<td><strong>349</strong></td>
<td><strong>81</strong></td>
<td><strong>11</strong></td>
<td><strong>2</strong></td>
<td><strong>8</strong></td>
<td><strong>76</strong></td>
<td><strong>8</strong></td>
<td><strong>21</strong></td>
<td><strong>1</strong></td>
</tr>
</tbody>
</table>

PR10856989 RFQ for LGF Uniform 6/19
**Delivery location and time:**

The contractor shall deliver all ordered items to the LGF, U.S. Embassy Jakarta. The address is: Jl. Merdeka Selatan No. 3, Jakarta Pusat.

The contractor shall deliver all items not later than 200 days after date of contract award, except approved by COR.

Any contractor personnel involved with the delivery of the items shall comply with standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made. Prior notice of at least 3 working days will be required.

**E. 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.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Scope of Work Paragraphs</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services.</td>
<td>Section 1 Continuation of SF1449, Description/Specifications/Work Statement 1 thru 2.</td>
<td>All required services are performed and no more than ten (10) customer complaints are received per total package.</td>
</tr>
</tbody>
</table>

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.
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.

The COR will consider complaints as resolved unless notified otherwise by the complainant.

Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION II. CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS — COMMERCIAL ITEMS (NOV 2021) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS — COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).


(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:

[Contracting Officer check as appropriate.]


(5) [Reserved].


(10) [Reserved].


(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]


(ii) Alternate I (MAR 2020) of 52.219-6.


(ii) Alternate I (MAR 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

(17) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (JUN 2020) of 52.219-9.

(v) Alternate IV (JUN 2020) of 52.219-9

(18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).


(22) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).


(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).


(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O.13126).
(29) 52.222-21, Prohibition of Segregated Facilities [APR 2015].
   (ii) Alternate I [JUL 2014] of 52.222-35.
   (ii) Alternate I [JUL 2014] of 52.222-36.
(36) 52.222-54, Employment Eligibility Verification [OCT 2015]. (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
(37) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(iii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
   (ii) Alternate I [MAY 2008] of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners [JUN 2016] (E.O. 13693).
(40) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment [JUN 2014] (E.O.s 13423 and 13514).
(41) 52.223-14, Acquisition of EPEAT®-Registered Televisions [JUN 2014] (E.O.s 13423 and 13514).
(43) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products [OCT 2015] (E.O.s 13423 and 13514).
   (ii) Alternate I [JUN 2014] of 52.223-16.
(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving [JUN 2020] (E.O. 13513).
(45) 52.223-20, Aerosols [JUN 2016] (E.O. 13693).

PR10856989 RFQ for LGF Uniform
(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:

[Contracting Officer check as appropriate.]

(7) 52.224-55, Minimum Wages Under Executive Order 14026 (Jan 2022).
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, as defined in FAR 2.101, on the date of award of this contract, 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) 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-


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).


(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.


[xi] 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.


[xvii] 52.222-55, Minimum Wages Under Executive Order 14026 [JAN 2022].


(B) Alternate I [JAN 2017] of 52.224-3.


[xxi] 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations [JUN 2020] (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.


(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 FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

**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://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department 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” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

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<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)</td>
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<td>52.204-25</td>
<td>PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)</td>
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<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)</td>
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| 52.228-4    | WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)            |
| 52.228-5    | INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)                        |
| 52.229-6    | FOREIGN FIXED PRICE CONTRACTS (FEB 2013)                                      |
| 52.232-34   | PAYMENT BY ELECTRONIC FUNDS TRANSFER -- OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013) |
| 52.232-39   | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)                      |

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

**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.

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 2 (two) copies 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
Jalan Merdeka Selatan No. 3, Jakarta 10110
Or via email: JakartaFMCVouchering@state.gov

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 Security Officer

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.

SECTION III. SOLICITATION PROVISIONS

FAR 52.212-1  INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015), is incorporated by reference (see SF-1449, Block 27A)

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm

ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. A completed solicitation, in which:
   a. the Standard Form – 1449 (or SF-1449) cover page (blocks 12, 17, 19-24, 26, and 30 as appropriate),
   b. Section 1 (Pricing) has been filled out. Please quote each CLIN per package per 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 telephone listing, and drawing/map of proximity requested;
   (3) List of at least 5 clients, from commercial or government side demonstrating prior experience with relevant past performance information and references (including phone number, point of contact name, email address);
   (4) Evidence that the offeror/quoter has adequate financial resources, equipment, supplies (and list of supplier), and labor for this project.
   (5) 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. Section 5 – Representation and Certifications (check in Section 5, page 16)

A.5. Quoters must register in the System for Award Management (SAM) prior to submission.

B. Quotes should be sent to the above address (SF-1449 block 9) with the mark “Quotation enclosed” on the envelope or via email maximum 10MB to JakContractingOffice-RFP@state.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:


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)

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<tr>
<th>Number</th>
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<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (JUL 2013)</td>
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<td>52.225-25</td>
<td>PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)</td>
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<tr>
<td>52.237-1</td>
<td>SITE VISIT (APR 1984)</td>
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The site visit will be held on August 23, 2021 starting 10.00 at U.S. Embassy, Jl. Merdeka Selatan No. 3-5, Jakarta Pusat and via webex. Prospective offerors/quoters should contact Procurement (021-5083-1000) for additional information or to arrange entry to the building.

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

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIAITION)

652.206-70 Advocate for Competition/Ombudsman (FEB 2015)

(a) The Department of State’s Advocate for Competition 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 first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

1. For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

2. For all others, the Department of State Advocate for Competition at cat@state.gov.

(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, Mr. James Dayringer, 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) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)
SECTION IV. EVALUATION FACTORS

• Award will be made to the lowest priced, acceptable, responsible offeror. Proposals shall include a completed solicitation. 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 in “Prices - Continuation of SF-1449, Block 23”, and including all options. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 9.1, including:

  1. Adequate financial resources or the ability to obtain them;
  2. Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  3. Satisfactory record of integrity and business ethics;
  4. Necessary organization, experience, and skills or the ability to obtain them;
  5. Necessary equipment and facilities or the ability to obtain them; and
  6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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).

SECTION V. REPRESENTATION AND CERTIFICATION

This section can be downloaded from website. Actual link https://id.usembassy.gov/embassy-consulates/jakarta/invitation-for-bidding/ on the right part, tab name: Section 5 – Representation and Certifications.

GENERAL
Term of payment 30 days upon receive the service/s and invoice/s.

Quote must reach us on or before August 30, 2022, 12.00noon, via email or hand delivered to the address on SF-1449 block 9.