

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER <b>PR10890301</b>	PAGE 1 OF 38	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE  <b>29 Jun 2022</b>		
7. FOR SOLICITATION INFORMATION CALL  a. NAME <b>Desi Iskasari Cinthaya</b>			b. TELEPHONE NUMBER (No collect calls) <b>5083-1000 ext 0</b>	8. OFFER DUE DATE/ LOCAL TIME <b>8 July 2022/12.00noon</b>		
9. ISSUED BY  <b>American Embassy Jakarta Jl. Merdeka Selatan Jakarta, Indonesia</b>		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 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO  <b>American Embassy Jakarta Jl. Merdeka Selatan No. 3 Jakarta</b>		CODE	16. ADMINISTERED BY <b>See block 7a. Procurement Contracting Unit US Embassy Jakarta</b>			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  <b>American Embassy Jakarta Financial Management Officer Jl. Merdeka Selatan No. 3 Jakarta, Indonesia</b>			
Potential Offeror		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.	Shipment of HHE and UAB door to port, Jakarta to Baltimore and Miami Note: PR10890301/0287/0276  <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>		1	Lot		
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)  <b>/S/ Michael A. DeLauder</b>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) <b>Michael A. DeLauder</b>		31c. DATE SIGNED	

STANDARD FORM 1449

**Request for Quotations (RFQ and FAR Clauses)**  
**PR10890301 Shipment Door to Port HHE-UAB, Jakarta – Baltimore and Miami**  
**US Embassy Jakarta, 2022**

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## SECTION 1 – The Schedule – Continuation to SF1449

### 1. PERFORMANCE WORK STATEMENT

The contractor shall provide the door to port service from Jakarta, Indonesia, to Miami and Baltimore, USA.

### 2. PERIOD OF PERFORMANCE

After contract award and submission of acceptable insurance certificates, the Contracting Officer may issue an NTP. The Notice to Proceed will establish a date (a minimum of five (5) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

### 3. PRICING

The rates below shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The prices exclude all expenses (destination THC or DTHC) and materials required to complete the work. Price is in Rupiah per host country regulation.

CLIN	Course type	Unit	Price per unit	Total price
1	Shipment HHE Jakarta-Miami	1 lot		
2	Shipment UAB Jakarta-Miami	1 lot		
3	Shipment HHE Jakarta-Baltimore	1 lot		
	VAT 1.1%			
	Total			

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are: 1.1%.

The Contractor shall not submit an invoice for payment until all requirements identified in this contract have been completed and delivery to the COR is complete. The COR shall calculate the number of words which the contractor shall include in its invoice.

The Contractor shall submit an invoice for payment in the proper amount in Indonesian Rupiah to the following address:

- a. E-mail address to: [JakartaFMCVouchering@state.gov](mailto:JakartaFMCVouchering@state.gov) (subject: PO number), OR
- b. Mailing address:  
Financial Management Office - US Embassy Jakarta  
Jl. Merdeka Selatan No. 3-5 Jakarta 10110  
Note: Invoice for Contract (PO number)

**CONTINUATION TO SF-1449, RFQ  
NUMBER PR10890301  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

1. GENERAL

The Contractor shall provide services for the United States Mission, Jakarta, Indonesia. This consists of packing, freight handling, forwarding, cargo storage, customs clearance and other related services that apply to shipments originating from, consigned to, routed through, and/or moved within the geographic area(s) of Indonesia to Baltimore and Miami USA.

The Contractor shall furnish all managerial, administrative, direct labor personnel, materials and transportation that are necessary to accomplish all work required. Contractor employees shall be on site only for performance of contractual duties and not for other business purposes. Performance requirements for required work are described below.

2. DEFINITIONS

"Article" means one item, piece, or package and contents thereof received by the Contractor as listed on the inventory. In this case is books that included in a shipment.

"Calendar Day" means the twenty-four hour period from midnight-to-midnight. Saturdays, Sundays, and all holidays are considered calendar days.

"Cargo" means any items consigned to the Contractor under this contract for inbound or outbound shipment, consisting of U.S. Government-owned materials.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section 2 of this contract/purchase order.

"Cube" means the cubic measure of space occupied by a given article after it has been packaged for shipment.

"Estimator" means the contractor employee who has the responsibility to evaluate and provide calculations of the price of packing work to be undertaken. This employee shall provide all calculations in writing.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Gross Weight" means the weight of the packed lift van, crate or shipping container, including the articles packed therein and all materials used for wrapping, cushioning, banding, waterproofing, packaging, blocking and bracing the container.

"Inventory" means a contractor-prepared list originated at the time the goods are packed. Each inventory is to be reviewed and signed by the COR then turned over to the Contracting Officer's Representative.

"Lift Van" means a wooden storage crate.

"Modular Containers" – lift vans that are reduced in size to accommodate a particular shipment.

"Net Weight" means the gross weight of a shipment less its tare weight.

"Ordering Officer" means the Contracting Officer of the U.S. post. If a GBL is used, the ordering officer does not have to be a warranted Contracting Officer.

"Packing" means the activities required to wrap and protect an article, properly place the article in appropriate carton or box, and stow the article and its carton or box in a lift van of sufficient size and constructed in accordance with post specifications; includes obtaining customs clearances and required documentation for shipment, via surface or air as appropriate.

"Packaging" means application or use of protective measures, including appropriate protective wrappings, cushioning and interior containers.

"Professional books, papers, and equipment" means reference material, instruments, tools, and equipment peculiar to technicians, mechanics and members of the professions and special skill areas; specialized, job-related clothing not considered to be normal or usual clothing; communication equipment used by members in association with their particular specialty; and military and individually owned or specifically issued field clothing and equipment.

"Services" means the services performed, workmanship, and material furnished or used in the performance of the services.

"Storage Pack" means the final result of wrapping and protecting of articles, and then properly placing these articles in appropriate cartons and boxes, and then storing these articles/cartons in storage pallet boxes as loose pack storage.

"Tare Weight" means the weight of an empty shipping container, excluding all materials used for wrapping, cushioning, banding, waterproofing, packaging, blocking and bracing articles within the exterior container.

### 3. GENERAL REQUIREMENTS

Transportation of personal effects (door to port) is a highly specialized function. The measure of performance shall be the condition of packed articles upon arrival at their destination. The Contractor must appreciate the importance of U.S. Government property and always take the greatest care in handling such articles.

Door to port service of personal effects (UAB/ airfreight and HHE/Seafreight), from Jakarta to

- a. Miami approx. 6200 lbs (HHE) in 1x20' and 1x40'
- b. Miami approx. 450lbs/204kgs (UAB)
- c. Baltimore approx. 1000lbs (HHE) in 1x20' and 1x40'

consist of household items and unaccompanied baggage. The price quoted under the ocean freight is to include other related cost.

Pickup and loading activity will be conducted at the residence. Contractor must provide packing service and material (to include wooden box) per requested size and condition and store lift-van in safe and sheltered temporary facility while waiting the for-stuffing schedule. Contractor must find the sailing and container stuffing schedule

#### 4. SPECIFICATIONS AND RESPONSIBILITIES

Labor employed to perform service under this contract shall be experienced and competent in the performance of such services. Those employees who perform services at the office shall be neat and in uniform identifying them as employees of the Contractor.

The contractor agrees to provide complete service to ship the UAB and HHE within and from Jakarta Indonesia, door to port. The Contractor shall provide all necessary packing and crating material required by this specification and standard industry practice for the services under this contract.

At the request of the Contracting Officer's Representative (COR), the Contractor shall survey the goods to be packed and furnish the Government with a written estimate of the weight and required number of lift vans or other containers in which to pack the goods to be shipped. The Contractor shall transport packing materials and vans to the designated location ready to perform the services required on the date and at the same time specified by the COR. The Government shall notify the Contractor 48 hours in advance, unless otherwise mutually agreed. Any services performed outside of normal business hours as may be agreed upon between the parties to this contract shall be for the mutual convenience of the contracting parties and shall create no liability on the part of the Government for overtime or premium pay charges.

The Contractor agrees to provide export packing and related services using the best commercial practices to insure a shipment of the least tare weight and smallest cubic measurement compatible with assurance of transportation to destinations without damage or pilferage to containers or contents. Approximate weight: 800kg. Applying tightly and securely adequate steel banding to all wooden cases and containers and to the outside of other appropriate containers that may be used for shipments.

#### 5. INVENTORY SYSTEM

The contractor must prepare detail packing list and weight certificate for both air freight and sea freight shipment.

#### 6. FREIGHT HANDLING

The Contractor shall act on behalf of the Government on any selected incoming and outgoing Government cargo that may be assigned to the Contractor under this contract, including the effecting of necessary transport of Government cargo within Indonesia. The Contractor accepts full responsibility for any and all losses and/or damage, from the time such cargo is received into the hands of the Contractor until it is released into the custody of the Government as evidenced by a signed receipt. The Contractor further agrees that in any instance involving loss or damage to the Government cargo, where the Contractor fails to exercise reasonable diligence, the Contractor shall assume full responsibility for such losses or damage including payment of claims for such losses or damage.

The Contractor shall transport all incoming Government cargo handled under the contract from commercial facilities at Soekarno Hatta Jakarta, to the final destination in the USA area including off-

loading from the Contractor's vehicle, as specified by the COR unless otherwise directed by the COR in writing to the Contractor.

The Contractor shall pick up from the Government in the U.S. Embassy Jakarta in time to insure delivery to Dili facilities within 24 hours of the request for pickup. The Contractor shall not place cargo in any warehouse at Government expense without prior approval of the COR.

## 7. CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for strict adherence to all instructions and quality requirements stated in this contract and shall provide the appropriate management effort to ensure that all services are performed. Each packing or unpacking team shall have a team leader to supervise the workforce and serve as a liaison with the COR. This designated person shall have supervision as his/her function during the time the Contractor is in the facility and when cargo is being loaded into lift vans or other shipping containers.

Wooden material / lift-van must be heat treated / fumigated and have an ISPM-15 marking.

All inner side of lift-van must be layered with plastic sheet.

Sufficient silica gel or other absorbent material must be used to maintain the condition.

Adequate sealant material must be applied to each crate upon crating to preserve the condition.

Contractor must ensure the container is in good condition upon pick up the empty container

For air freight / UAB shipment, packing must be using tri-wall corrugated carton box.

Tri-wall cartons containing airfreight shall not exceed 15 cubic feet (0.424 cubic meters), 200 pounds (90.90 kilograms) per carton, and dimensions of 37 inches by 23 inches by 30 inches (0.9398 meters by 0.5842 meters by 0.762 meters).

### Work Skills and Experience

The Contractor shall ensure that all personnel assigned to this contract possess the skills and experience necessary for accomplishing their individual tasks.

### English Language Qualifications

Each Team Leader must possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position. The remaining staff must be able to follow simple instructions in English, and must be able to completely understand the instructions of the Team Leader.

The Contractor's employees shall not at any time:

- (a) Smoke in the facility;
- (b) Arrive at the facility under the influence of drugs or alcohol, or even with alcohol on the breath;
- (c) Drink alcoholic beverages on the job, even if offered;
- (d) Use the bathroom or towels without permission;
- (e) Engage in prolonged discussion or argument regarding the job;
- (f) Perform any work not specified in this contract; or
- (g) Request or accept any articles or currency as a gratuity for work performed under this contract.

## 8. SCHEDULING AND PLANNING SHIPMENT PICKUPS

The COR will give the Contractor a completed "Request for Shipment" form which is the notification of scheduling and authority to proceed if "confirmed" is indicated. This form will not be given to the Contractor unless a task order has already been issued by the Contracting Officer. If "tentative" is checked, the Contractor shall contact the COR for information/instructions.

### Pre-shipment Survey

Pre-pack survey must be conducted at residence prior to pack-out, and the survey result must be emailed to the embassy GSO shipping ([JakartaGSOShipping@state.gov](mailto:JakartaGSOShipping@state.gov)) latest one day after the survey take place.

## 9. DURATION OF PACKING

The Contractor shall perform the pickup of items on the beginning and at the time agreed upon between the Contractor and the COR. All services performed shall be performed on normal workdays between the hours of 7.30am and 03.00pm, or other than normal workdays with the mutual agreement of the parties. This agreement shall create no liability on the part of the Government for overtime or premium pay or other charges to be paid to the Contractor's employee. Contractor shall notify COR in advance if the packing/pickup crews will arrive more than 2 hours later than the scheduled time agreed upon. Authorization for any changes in date and time must be authorized by COR. Duration of packing is 2 days, with a day before reservation.

## 10. WEIGHT

### Tare Weight Limitation

For official shipments, the tare weight shall not exceed 45% of the net weight of the articles packed. If it appears that the 45% limitation will be exceeded, the Contractor shall obtain advance approval of the COR before proceeding with the packing. The tare weight and cube of each shipment shall be the minimum that will afford adequate protection to the items being packed. Contractor shall weigh containers before packing in order to calculate net weight.

### Shipping Weight

The Contractor will be advised in writing by the COR as to the maximum weight allowance to be shipped and/or stored. The Contractor shall not exceed these weights without the COR's consent. If the shipment portion exceeds the maximum authorized weight, the COR must be informed. The Contractor shall remove items specified by the COR at no additional cost to the Government or employee. If a shipment is forwarded which exceeds the maximum weight designated in writing by the COR, the Contractor shall be responsible for all costs on that portion of the shipment which exceeds the maximum weight designated.

## 11. RECORD KEEPING REQUIREMENTS

### Inventory Lists

The Contractor shall prepare a complete, accurate and legible Inventory List in English as the articles are packed. The COR will review and sign the list. The original will be retained by the Contractor; one copy shall be given to COR; and the remaining copies shall be forwarded to the COR immediately after the



packing is completed. All exceptions as to the condition of goods listed on the Inventory List must be brought to the COR attention before goods are removed from the government premises. The Inventory List must be signed by the COR and the Contractor's Team Leader, both certifying to the correctness of the Inventory List.

The Inventory List shall show the number and contents of each carton, listed by the correct name in English AND Indonesian Language; the date of shipment; lot number; name of Contractor; container (lift van); and, an explanation of the condition symbols used. The Contractor shall give a copy of the Inventory List to the COR. Care in the preparation of the initial inventory will assist in protecting the owner of the property and the Contractor in the event of loss and/or damage. When there are two or more shipments, each shipment shall have a separate inventory and lot number. Copies of all Inventory Lists shall be provided to the COR by the Contractor.

The Inventory List shall also indicate by number which cartons are loaded into the respective shipping containers/lift vans.

The COR' name and office shall appear on each sheet of the Inventory List, and the last sheet must also indicate the total number of boxes, total number of shipping crates (lift vans), net, tare and gross weights, with measurements and total cubic measure.

## 12. CONTRACTOR RESPONSIBILITIES FOR U.S. GOVERNMENT FURNISHED MATERIALS

### Packing Material

U.S. Government furnished packing materials (see Attachment 3) is for use in packing shipments only for the U.S. Government under this contract. The Contractor shall be held accountable for all supplies. All supplies not used in the course of a packing job must be returned to storage as the COR directs. The Government may deduct from Contractor invoices the cost of all Government furnished materials drawn but not used or returned. Contractor must provide silica gel, special size, plastic plier, and fumigated wooden crate with ISPM-15 stamped, absorbent material, and sealant material.

### Crates and Containers/Lift Vans

The Contractor shall mark and report to the COR any Government-owned wooden crates, lift vans, or air freight containers that are unsuitable for reuse. The Contractor shall dispose of these items as instructed by the COR.

## 13. STORAGE AREA REQUIREMENTS

All temporary or permanent storage provided shall be inside storage buildings and areas that are acceptable to and approved by the COR.

In areas assigned for preparation and storage of items the Contractor shall prevent pilferage or damage by sunlight, water, or fire. Items shall be stored in areas that are dry, well-ventilated, clean, and free from dust, insects and rodents, have adequate fire protection, and are accessible for routine inspection.

The Contractor shall keep aisles, driveways, and entrances free of storage and equipment not being currently handled or operated.

The Contractor shall remove waste or refuse from storage areas or kept in metal containers with tight-fitting metal lids.

Items shall be stored on skids, dunnage, pallet bases, elevated platforms, or similar storage aids, maintaining a minimum of two inches of clearance from the floor to the bottom-most portion of the stored goods. The Contractor shall not store property in contact with exterior or interior walls.

#### 14. REQUIREMENTS FOR STORAGE METHODS

The Contractor shall place items into temporary or permanent storage inside a warehouse on the day of receipt or, in the event of inclement weather, immediately upon receipt.

All loose-packed storage of items shall be of the enclosed lift van type. The Contractor shall obtain the COR's approval for any exceptions. Lift vans shall have sound walls and tops and shall be fully enclosed to prevent the entry of dust and other contaminants. The Contractor shall identify all pallet boxes and other boxes and storage containers by affixing to the front of each lift van or container a sign at least 24 centimeters by 15 centimeters in size, type set on poster board material, not hand-printed, with the following legend:

U.S. [insert name of Post]  
(Shipper's Last Name)  
(Lot Number)

All letters on each sign described above shall be at least 5 centimeters in height.

The Contractor shall replace moth repellents upholstered articles at least every six months.

The Contractor shall store rugs in fully enclosed rug tubes or rug cartons in rug racks. No more than two rugs are to be stored in each tube or carton. The Contractor shall replenish moth repellents at least every six months.

The Contractor shall establish and maintain a locator system to enable prompt identification and removal of effects in storage.

The Contractor shall store upholstered and overstuffed furniture in special enclosed lift van containers apart from other effects. Upholstered rooms must be fully enclosed areas containing only articles of furniture in loose-pack storage. Walls must have sturdy framing and be covered with a solid sheathing material such as masonite, cellotex, or plywood of a minimum thickness of one-quarter inch sheathing shall be free of holes and tightly joined to prevent the entry of dust and contaminants. Entry doors into such upholstered storage rooms must be kept closed at all times except during periods of actual placement into and/or removal of furniture. Any other type of upholstered storage must be specifically approved by the COR before use.

#### 15. WAREHOUSE RECEIPT

The Warehouse Receipt shall also indicate the name of the owner of the goods, the number of the authorization, the net weight of the storage lot, the number of items deposited, the kind of items and the condition in which they are received. The Contractor shall mail the original of the Warehouse

Receipt to the COR within twenty-five calendar days of the pickup of the storage at the Government facility. If access and segregation and/or partial removal is performed, the Contractor shall prepare a new Non-Negotiable Warehouse Receipt and submit it as directed above.

Warehouse facilities must be approved by the COR and meet the following criteria:

Storage buildings shall be constructed, with masonry walls and floors, watertight roofs, and maintained in good condition. The building shall be kept dry, clean, well ventilated, free of dampness, free of moths, rats, mice, and insets, and in orderly condition at all times.

Each building used for storage under this contract shall have as the minimum standard for qualification either:

an acceptable automatic fire detection and reporting system, or an acceptable automatic sprinkler system; or

(2) a fire prevention and control plan, posted and maintained in each building; and necessary fire extinguishers and/or approved fire-fighting apparatus available and in good working order at all times.

In addition, each storage facility must be protected by an adequate water supply for fire fighting and a fire department that is responsive twenty-four hours per day. Statements from the cognizant fire insurance rating organization shall be used by the Government as a definitive basis for determining the sufficiency or adequacy of a fire-fighting water supply and the responsiveness of a fire department to protect a facility.

The Contractor shall insure that all installed fire protective systems shall be accredited by the cognizant fire insurance rating organization for insurance rate credit.

## 16. NOTIFICATION OF COMPLETION OF SERVICES

As soon as the required services for outgoing cargo completed, the Contractor shall notify the COR and provide the following information:

- a. name and Agency affiliation of employee requesting the shipment, and
- b. name and Agency affiliation of employee who owns the effects.
- c. Government Agency packing authorization number;
- d. ultimate destination of shipment;
- e. date of pickup, number of pieces and gross weight of shipment; and
- f. Bill of Lading or Air Way Bill number assigned to the shipment.

## 18. VEHICLES

The Contractor shall provide all vehicles necessary for the performance of this contract.

The Contractor shall provide all fuel and lubricants for the vehicles.

The Contractor shall maintain its vehicles in the proper mechanical condition to assure their full availability when needed, and to assure that shipments are reliably and safely transported from the facility to the appropriate staging area. If the Contractor encounters mechanical difficulties that prevent

the scheduled completion of a scheduled pick-up, the Contractor shall immediately obtain a suitable substitute vehicle at no additional cost to the Government. Non-availability of suitable vehicles shall not constitute acceptable justification for late pickup or delivery, or for additional costs to the Government.

19. COMPUTATION OF WEIGHTS

Gross Weight - see "Definitions," paragraph 2.

Net Weight - See "Definitions," paragraph 2.

Gross Weight is calculated by adding the Net Weight of the contents to the weight of the shipping container and any bracing material used to secure articles in the container. The Contractor shall designate and the COR shall approve a scale to be used for determination of shipment weights. The scale must be officially certified by Badan Meterologi Indonesia as accurate and must continually display documentation in testimony thereof. All official certificates of accuracy must be periodically updated and recertified to ensure there is no lapse of certification.

The COR or an appointed representative may be present at the scale site when any shipment weight is taken to witness the accuracy of the reading. The Contractor shall submit to the COR with each invoice a weight certificate, signed by the Government employees for whom services were rendered, and the name of any Government employee who witnessed the weight reading.

When the Net Weight of a shipment has not been determined by actual measurement before shipment occurs, for payment purposes the Net Weight shall be defined as two thirds of the Gross Weight of the shipment. With the invoice for each shipment, the Contractor shall submit a written justification describing why the shipment could not be weighed before it was shipped.

20. 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 Para	Performance Threshold
<u>Services.</u> Performs all shipping and packing services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than three (3) customer complaint is received.

Monitoring Performance

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.

### Standard

The performance standard is that the Government receives no more than three (3) customer complaint per month. 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, if any of the services exceed the standard.

### 21. 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.

ATTACHMENT 2  
PACKING SPECIFICATIONS

CONTAINER SPECIFICATION

Containers to be used for export shipments of effects under this contract must be soundly constructed of waterproof plywood, lined with a waterproof barrier, and reinforced with an inside framework. Wooden containers must be heat treated or fumigated based on the requirements of the destination country.

All solid wood packing material (SWPM) entering the United States must be either heat treated or fumigated with methyl bromide, in accordance with the Guidelines on 7 CFR 319.40 and marked with an approved international mark certifying treatment. Heat treatment is preferred.

Containers shall be designed to eliminate damage to the effect from exposure to inclement weather, salt water, salt atmosphere, and possible violent external forces incident to ocean and/or inland transportation and rough handling, so as to insure safe and undamaged arrival of the effects at the destination. The top of the container shall have metal roofing for shipments transiting areas of heavy rain or snowfall. Caulking compound must be used when wooden container panels are assembled to insure watertight joints.

When container shipping services are available, the containers shall be shipped and stowed inside the ship's containers; therefore, the containers shall be of the cubic measurements designed to take maximum advantage of the inside measurements of the ship's containers.

The modular containers provided by the Government used under this contract are the sole property of the Government and shall be handled carefully to allow subsequent reuse with minimum repair or refurbishing.

When the Government specifies use of a used modular container in export shipment of items under this contract, the Contractor shall offer in its invoice and equitable discount from the applicable contract rate. The amount of such discount will vary according to the extent of repair needed, or other conditions of the used containers, and shall be determined on an individual case basis upon mutual appraisal by the Contractor and the COR.

2. STANDARDS FOR PACKING

Items should be packed in a manner requiring the least cubic measurement, producing packages that will withstand normal movement without damage to crates, lift vans, cartons, or contents and at a minimum of weight. Further, the number and weight of boxes, crates or lift vans shall not be greater than necessary to accomplish efficient movement.

3. WRAPPING AND PACKING

The Contractor shall wrap all articles subject to breakage, denting, scratching, marring, soiling, chafing, or damage at the specified pickup site, using wrapping material to prevent such damage. The Contractor shall use the following guidelines:

Establish a work area in a room with easy access to the majority of the items to be packed.

Cover floors with drop cloths or canvas to protect the surface while work is in progress.

Keep packing materials together; do not allow them to become scattered throughout the house.

All packing materials, boxes, and containers must be dry, clean, in sound condition, free of substances that might damage the contents, and of sufficient strength to protect the contents.

Disassemble large or bulky items if this can be done without damage to the item. Securely wrap and clearly mark nuts, bolts, screws, or other hardware in plastic or paper. This packet should be securely attached to the articles from which removed, but not in a manner that could damage the article.

Legs or other articles removed from furniture shall be properly wrapped, bundled together, identified (such as "dining room table legs, 6 each") and listed separately on the Inventory List indicating the items on the Inventory List to which they belong. Ensure all screws and all other hardware which may be removed from any articles of furniture or other items, are properly identified and marked accordingly in addition to being bundled together with the items they should accompany.

Make a note of the articles requiring special handling and assure that these items are packed, handled and containers marked accordingly.

Before leaving the premises, check with the COR to make sure all desired packing has been completed. If packing is completed, clean up and remove all debris from the area. Contractor employees should be prepared with adequate tools necessary for this action.

#### 4. PROHIBITED ACTIONS

Contractor employees shall not:

RESERVED

#### 5. PROHIBITED ITEMS

**Contractors SHALL NOT pack:**

Live animals, birds, or plants;

Trailers, with or without other property;

Boats or component parts, including outboard motors;

Aircraft;

Alcoholic beverages, if the shipment is to the United States;

Groceries and provisions,

Coins, currency, valuable papers, or jewelry; or

Dangerous items such as loaded firearms, ammunition, explosives, flashbulbs, matches, flammables, acids, paints, or aerosol containers.

## 6. SPECIAL HANDLING INSTRUCTIONS

Packers shall give special handling to certain items that fragile and need special handling such as paintings, Chinese ceramics, piano, high value item.

### PROTECTION AGAINST INSECTS

Many different types of insects can damage items in-transit or storage. The Contractor shall take measures to prevent such damage, with the following constituting the minimum acceptable measures:

Carefully inspect the items susceptible to insect damage before packaging and packing. If infestation is present, the Contractor shall advise COR, and note this on the Inventory List.

Wrap, securely package and seal items made of wool to prevent damage by insects.

### *WATERPROOFING*

Protect all items from water damage resulting from rain, humidity or dampness.

Line wooden crates or lift vans shall be lined with waterproof paper.

(b) If open vehicles are used to transport a shipment, use a weatherproof tarpaulin large enough to fully cover the cargo.

### LABELING OF BOXES AND CARTONS

Mark every box clearly with indelible marker pen or paint to assist in location and identification of the items. When a shipment is delivered to an incorrect address due to incorrect marking by the Contractor, the shipment shall be forwarded with the least possible delay to the correct location by a mode of transportation selected by the COR. The Contractor shall be held liable for all additional costs incurred by the Government due to incorrect marking by the Contractor, including charges for preparation, drayage, and transportation.

Sequentially number and identify the contents of all cartons such as Kitchenware, Books, Toys, etc. by means of indelible markings on the exterior of each box. Such markings may be handwritten, as long as they are legible. Markings must be in English.

Clearly mark all cartons on the sides and top to show which end should be up.

(d) Clearly mark all boxes containing mirrors or picture frames to show which side to open.

### PACKING ARTICLES INTO WOODEN LIFT VANS



After articles have been wrapped and packed in cartons, the Contractor shall load them on to the Contractor's vehicle for transport to the work site specified by the COR. Under the supervision of the COR, the Contractor shall pack all the articles into wooden lift vans or modular containers. The Contractor shall assemble lift vans or modular containers to make them ready to receive a shipment.

Pack articles into lift vans or modular containers in such a manner as to minimize the possibility of damage from shifting of the contents within the lift van.

Pack lighter and fragile items (such as, china, artwork, glassware, etc.) at the top of the lift van, and never underneath heavy cartons.

Do not over pack cartons. Packed cartons with bowed sides or split seams are unacceptable. Lift vans with evidence of over packing are also unacceptable. In either case, the Contractor shall repack the articles in a suitable manner without additional cost to the Government.

If the workday ends before packing is completed, before the packers finish, the Contractor shall place the cartons in a secure storage area at the work site if the COR so directs. Pack the cartons into lift vans on the next workday.

Securely wrap the packed lift vans with metal bands.

### ATTACHMENT 3

#### GOVERNMENT FURNISHED PROPERTY

N/A

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) 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. (SEP 2021)

(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).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 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:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_x\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

- \_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_x\_ (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (*31 U.S.C. 6101 note*).
- \_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (*41 U.S.C. 2313*).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)
- (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (*15 U.S.C. 657a*).
- \_\_\_ (12)
- (i) [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]
- \_\_\_ (14)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (*15 U.S.C. 644*).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).
- \_\_\_ (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (*15 U.S.C. 644*).
- \_\_\_ (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)
- (i) [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)
- (i) [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)*).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (*15 U.S.C. 657f*).
- \_\_\_ (22)
- (i) [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)*).
- \_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) (*15 U.S.C. 644(r)*).
- \_\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) (*15 U.S.C. 637(a)(17)*).
- \_\_\_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

- (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies ([JAN2020](#)) (E.O.13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities ([APR 2015](#)).
- (30)
- (i) [52.222-26](#), Equal Opportunity ([SEP 2016](#)) (E.O.11246).
- (ii) Alternate I ([FEB 1999](#)) of [52.222-26](#).
- (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans ([JUN 2020](#)) ([38 U.S.C. 4212](#)).
- (ii) Alternate I ([JUL 2014](#)) of [52.222-35](#).
- (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities ([JUN 2020](#)) ([29 U.S.C. 793](#)).
- (ii) Alternate I ([JUL 2014](#)) of [52.222-36](#).
- (33) [52.222-37](#), Employment Reports on Veterans ([JUN 2020](#)) ([38 U.S.C. 4212](#)).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act ([DEC 2010](#)) (E.O. 13496).
- (35)
- (i) [52.222-50](#), Combating Trafficking in Persons ([OCT 2020](#)) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I ([MAR 2015](#)) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (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)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (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)
- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment ([JUN 2014](#)) (E.O.s 13423 and 13514).
- (ii) Alternate I ([OCT 2015](#)) of [52.223-13](#).
- (41)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions ([JUN 2014](#)) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products ([MAY 2020](#)) ([42 U.S.C. 8259b](#)).
- (43)
- (i) [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).
- (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

- \_x\_ (47)
- (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).
  - \_ (ii) Alternate I (JAN 2017) of 52.224-3.
  - \_ (48) 52.225-1, Buy American-Supplies (JAN 2021) (41 U.S.C. chapter 83).
  - \_ (49)
  - (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
    - \_ (ii) Alternate I (JAN 2021) of 52.225-3.
    - \_ (iii) Alternate II (JAN 2021) of 52.225-3.
    - \_ (iv) Alternate III (JAN 2021) of 52.225-3.
    - \_ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
    - \_x\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
    - \_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
    - \_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
    - \_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
    - \_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
    - \_x\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
    - \_ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
    - \_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).
    - \_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
    - \_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
    - \_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
    - \_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
    - \_ (63)
    - (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).
      - \_ (ii) Alternate I (APR 2003) of 52.247-64.
      - \_ (iii) Alternate II (FEB 2006) 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:

- \_ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).
- \_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) ([AUG 2018](#)) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [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](#)).

\_\_\_ (6) [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](#)).

\_\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 ([Nov 2020](#)).

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 ([JAN 2017](#)) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(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, 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)

(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 ([JUN 2020](#)) ([41 U.S.C. 3509](#)).

(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).

(iv) [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).

(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.

(vi) [52.222-21](#), Prohibition of Segregated Facilities ([APR 2015](#)).

(vii) [52.222-26](#), Equal Opportunity ([SEP 2015](#)) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans ([JUN 2020](#)) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities ([JUN 2020](#)) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans ([JUN 2020](#)) ([38 U.S.C. 4212](#)).

(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](#).

(xii) [52.222-41](#), Service Contract Labor Standards ([AUG 2018](#)) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons ([OCT 2020](#)) ([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 and E.O. 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [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](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification ([OCT 2015](#)) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 ([NOV 2020](#)).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 ([JAN 2017](#)) (E.O. 13706).

(xix)  
(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States ([OCT 2016](#)) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(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.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels ([FEB 2006](#)) ([46 U.S.C. 55305](#) 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)

Add the following clause in full text:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

(a) *Definitions*. As used in this clause—

*Foreign person* means any person other than a United States person.

*United States person*, as defined in [26 U.S.C. 7701\(a\)\(30\)](#), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701\(a\)\(31\)](#)); and
- (5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.



(b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](#); and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.

(f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

**(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. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

**[NOTE TO CONTRACTING OFFICER – SEE INSTRUCTIONS ON WHETHER TO ALSO INCLUDE FAR 52.228-3]**

52.228-5	INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
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- 52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)
- 52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)
- 52.247-7 FREIGHT EXCLUDED (APR 1984)
- 52.247-10 NET WEIGHT - GENERAL FREIGHT (APR 1984)
- 52.247-11 NET WEIGHT - HOUSEHOLD GOODS OR OFFICE FURNITURE (APR 1984)
- 52.247-12 SUPERVISION, LABOR, OR MATERIALS (APR 1984)
- 52.247-13 ACCESSORIAL SERVICES – MOVING CONTRACTS (APR 1984)
- 52.247-14 CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984)
- 52.247-15 CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (APR 1984)
- 52.247-16 CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERABLE FREIGHT (APR 1984)
- 52.247-17 CHARGES (APR 1984)
- 52.247-18 MULTIPLE SHIPMENTS (APR 1984)
- 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)
- 52.247-22 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984)
- 52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)
- 52.247-28 CONTRACTOR'S INVOICES (APR 1984)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The following FAR clauses are provided in full text:

**52.216-18 Ordering (AUG 2020)**

RESERVED

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

RESERVED

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.

**52.247-23 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO HOUSEHOLD GOODS (JAN 1991) (DEVIATION)**

- (a) Except when loss and/or damage arise out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall be liable to the owner for the loss of and/or damage to any article while being-
  - (1) Packed, picked up, loaded, transported, delivered, unloaded, or unpacked;
  - (2) Stored in transit; or
  - (3) Serviced (appliances, etc.) by a third person hired by the Contractor to perform the servicing.
- (b) The Contractor shall be liable for loss and/or damage discovered by the owner if written notice of such loss and/or damage is dispatched to the Contractor not later than 75 days following the date of delivery.
- (c) The Contractor shall indemnify the owner of the goods at a rate of \$8.50 per pound (or metric equivalent in local currency) based on the total Net Weight."

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

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.

**652.216-70 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*.

**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 Supervisory Management Specialist.
- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the

Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
  - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
  - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
  - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
  - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
  - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
    - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
    - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
  - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such Requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

**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.

**652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)- SERVICES (JUNE 2006)**

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the Contracting Officer upon contract award, if applicable.

(c) The current rate under the Department of State contract is \$4.00 per \$100.00 of employee compensation for services.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the Contracting Officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the Contracting Officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g) (1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the Contracting Officer. The request shall contain the following information:

- (i) Contract number;
- (ii) Name of Contractor;
- (iii) Brief description of the services to be provided under the contract and country of performance;
- (iv) Name and position title of individual(s);
- (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
- (vi) Dates (or timeframe) of performance at the overseas location; and,
- (vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The Contracting Officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.



## SECTION 3 SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEP 2021) 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 has been filled out.

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> ]

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

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients over the past 3 years years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Indonesia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) The offeror's strategic plan for shipment per above statement of work services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

(7) Description of vehicles to be used for the transport of shipments.

(8) Description of warehouse including safety features where shipments may be stored.

(9) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.

A.3. Insurance information for employee, to include the information in A.1. and local insurance plan, or the statement about using the insurance.

A.4. Proposal must be sent via email to [JakContractingOffice-RFP@state.gov](mailto:JakContractingOffice-RFP@state.gov) maximum of 5MB per email.

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

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

The following DOSAR provision is provided in full text:

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](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto: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, [insert name], at [insert telephone and fax numbers]. 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 4 - EVALUATION FACTORS

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

(a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) Responsibility Determination. Responsibility will be determined 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.

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

The following FAR provisions are provided in full text:

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

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).

*[Note to Contracting Officer: insert FAR 52.225-17 in full text if you will be allowing quotations to be submitted in more than one currency (U.S. dollars or local currency.)]*

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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. Contractor must posses the SAM registration.

Quote must reach us on or before April 4, 2022, 12.00noon, Jakarta time, via email, fax (3545-9910), or hand delivered to the address on SF-1449 block 9.