Request for Quotations (RFQ) PR – 1687461
Room and Service: USPTO ASEAN Conference, Jakarta, April 18-21, 2012

Each offer MUST provide the information required per Section III: Solicitation Provision

SECTION I. STANDARD FORM 1449 – AVAILABLE ON WEBSITE

Block 1: Requisition Number: **SID320-1687461**; Page 1 of **4**
Block 6: Solicitation Issue Date:April 2**, 2012**;
Block 8: Offer Due Date/local time: **April 9, 2012, 5.00pm**;
Block 19 through 22: No. **1.** Description: **USPTO ASEAN Conference, Jakarta, April 18-21, 2012; Qty: 1 lot**.

SCOPE OF SERVICES – CONTINUATION OF SF1449

This solicitation is to provide the following functions rooms and services for an event for period of April 17 through April 21, 2012. The provider must be a five-star hotel or equal, within 10 km from U.S. Embassy Jakarta.

PRICING The Contractor SHALL provide a firm fixed price in **Indonesian *Rupiah*** (one currency only) for,
RFQ: SID320-1687461, USPTO ASEAN, Jakarta, April 2012

Name of Hotel & logo: ***Address & Phone number:***
Project Manager: ***E-mail address:***

CLIN#	Category	Qty	Unit	Times		Unit Cost/day	Total Cost
1	Conference Facilities						
a	Conference room	1	Ro	3	Day		
b	Exhibition room	1	Ro	3	Day		
c	Coffee breaks during the event (2 times/day)	75	Pax	3	Day		
c	Lunch Buffet	75	Pax	3	Day		
d	Equipment, supplies, and furniture*	1	Lot	3	Day		
2	Standard room - single occupancy	75	Room	4	Nights		
	SUB Total						
	VAT: ___ %						
	GRAND TOTAL						

- Note: Please quote price per additional person for all items

CONTINUATION OF SF1449 – SCHEDULE OF SUPPLIES/SERVICES (BLOCK 20): DESCRIPTION/SPECIFICATION OF WORK

1. Conference Sessions (April 18th through April 20th): The contractor will provide the function room, services, and items required below. Saturday and Sunday is excluded.

a. One (1) Function room for Conference Sessions - from 6.00am through 07.00pm to accommodate approximately 75 people with standard PA system, and classroom style seating, as below:
   - Seating style: rectangular tables arranged in rows, 2 people per table, with head table for up to 5 speakers.
   - Wi-Fi internet connection in function room should be accessible for all participants.
   - A registration (two desk and four chairs) outside the room.

- The room should have unobstructed view and be soundproof.

b. One (1) Function room for Exhibition room - adjacent to the conference room, should be private, lockable room with 24 hours access, and be secure at all times. Room should have 12 six foot long tables spaced 4 feet apart around the room in a square shape. Each table must have a power strip for each table for period of April 18 through 20.

c. One (1) Secretariat room, adjacent to function room, to accommodate 8 people, should be private and lockable room with 24 hours access. Room should have 4 work-stations (chair and desk) and equipment as per 1.f.1, for period of April 17 through 20.

d. Coffee breaks at foyer:
   - Two (2) times coffee break with tea, coffee, and two kinds of pastries, for 75 package, for three days (April 18-20)

e. One conference lunch buffet style (double sided buffet or hotel buffet) per day, should be served in separate room, with roundtable set up for 7-10 people per table; consist of a mix local and western food with tea, coffee, juice, and free flow water for approximately 75 people.

f. Equipment, furniture, and supplies *:

   1. For conference room (from April 18-20):
   - Four (4) standing microphones, four (4) cordless microphones.
   - One (1) 3000 lumens InFocus projector, one (1) overhead projector one (1) projection screen.
   - One (1) whiteboard, markers, and easel.
   - One (1) laptop, with Pentium 4 or better, optical mouse, standard keyboard, latest antivirus, MS Office Suite, flat screen monitor, USB port, internet access.
   - Delegate amenities (pen/pencil, notes, candy, free flow cold water)

   A concierge for troubleshooting any conference support activities is required.

   2. For secretariat room (from April 17-20):
   - One (1) phone line with handset (charge will be based on actual cost)
   - One (1) Laser printer black and white
   - One (1) color copier, with stapling, duplex, collate ability.
   - Five (5) wired internet connections

g. One large digital color event backdrop/banner for the Conference room, as podium background, size should fit with podium/size of conference room.

Rooms and other required facilities/services: The contractor will provide free breakfast and lock the mini bar in each room and other snack requirements are individual traveler responsibility.

2. Seventy five (75) standard rooms, single occupancy (include breakfast) check in at April 17 and checkout date approximately April 21, 2012.

   Personal Account: In addition to the rooms purchased under this contract, the Contractor provides ten (10) rooms for conference attendees for period of April 17th through 21st . These rooms are single occupancy (to include breakfast). The cost of these rooms is the responsibility of the conference attendees only (*personal account*); the Government will not be liable for any charges associated with these "blocked" rooms. Any unconfirmed rooms may be released 15 days prior to the period of performance for hotel use. Any

cancellation charges for these rooms shall follow the hotel general policies with the attendee that is associated with the reserved room.

3. Provider should have Business Center facilities. All of the cost for business center must be charged based on actual cost.

SECTION II. CLAUSES (COMMERCIAL ITEMS – SERVICE)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a): NONE

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

_X_ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_X_ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

_X_ (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_X_ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(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:

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Reserved

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(e) Reserved

(End of clause)

52.252-2CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://acquisition.gov/far/index.html http://farsite.hill.af.mil/search.htm
These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

CLAUSE	TITLE AND DATE
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-2	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)

The following FAR clauses are provided in full text:

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
(b) Invoice Submission. The contractor shall submit invoices in an original and 1 (one) copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Financial Management Office - US Embassy Jakarta
Jl. Medan Merdeka Selatan No. 5
Jakarta Pusat

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

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

652.242-70 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 DS/ATA 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.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.
The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION III. SOLICITATION PROVISIONS:

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

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

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 (Pricing) has been filled out.

Note:
please quote each CLIN per package per day and standard room price under personal account.

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, demonstrating prior experience with relevant past performance information and references;
(4) Complete name of venue, location, and floor plan of dedicated room/s (to include the breakout room), security posture that represent high standard of security and safety and adequate fire escape facilities;
(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2)

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

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

52.252-2CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the internet at:

http://acquisition.gov/far/index.html or, http://farsite.hill.af.mil/search.htm

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

Number	Title
52.204-6	Data Universal Numbering System (DUNS) (ARP 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

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

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Jacqueline Holland-Craig, at *3435-9000*. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method - The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION IV. 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. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

Term of payment: Nett 30 days upon receive the completed service and original invoice.

The quotation is open on March 21, 2012 due on March 29, 2011, 4.00pm. Please follow instructions in *Section III* for a quotation to be considered and fax the quotation to PCU: (62-21) 3435-9910 or 352-4303, with 30 days validity.