

**Request for Quotations (RFQ) PR – SID320-2409169**  
**Room and Service: Less Lethal and PTAABRS Training Series, ATA Jakarta, April, 2013**

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

**SECTION I. STANDARD FORM 1449 AVAILABLE ON HTTP://PHOTOS.STATE.GOV/LIBRARIES/INDONESIA/502679/PCU/SF1449.PDF**

Block 1: Requisition Number: **SID320-2409169**; Page 1 of 4

Block 6: Solicitation Issue Date: **March 20, 2013**; Block 8: Offer Due Date/local time: **April 2, 2013, 10.00am**;

Block 19 through 22: No. 1. Description: **Less Lethal and PTAABRS Training series ATA April 15-19, 2013. Per attached itemization & scope of work; 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 15-19, 2012. The provider must be at least 5-stars hotel or equal, in Jakarta, within 8 kilometers from US Embassy Jakarta.

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

**Itemization of RFQ SID320-2409169 Room & Service: Less Lethal & PTAABRS Training Series, ATA Jakarta, April, 2013**

**Name of provider & logo:**  
**Project Manager:**

**Address & Phone number:**  
**E-mail address:**

CLIN#	Category	Qty (1)	Unit	Times (2)		Unit Cost/day [Price of (1) only] (3)	Total Cost [(1)*(2)*(3)]
1	Conference Session						
a	Function room						
i	LL	1	Ro	3	Day		
ii	PTAABRS	1	Ro	5	Day		
b	Coffee breaks						
i	Two times for LL	21	Pk	5	Day		
	One time for LL	20	Pk	2	Times		
ii	Two times for PTAABRS	24	Pk	5	Day		
	One time for PTAABRS	20	Pk	2	Times		
c	Lunch buffet						
i	LL	21	Pk	5	Day		
ii	PTAABRS	24	Pk	5	Day		
d	Equipment, supplies, and facilities*						
i	LL	1	Lot	5	Day		
ii	PTAABRS	1	Lot	5	Day		
	Breakout rooms	3	Lot	5	Day		
2	Standard room - single occupancy	8	Rm	5	Ni		
	SUB Total						

VAT: _10_ % (if applicable)	
<b>GRAND TOTAL</b>	

Additional information:

- Unit price (per person per package per day) for item 1b, 1c, 1d is/are:
- VAT column is only for value added tax), and it will require separate invoice (faktur pajak).
- If price of one CLIN is including in other CLIN, put information: i.e.: ‘the cost is inclusive in CLIN of 1b’
- \*) Equipment, supplies, and facilities price is the total, contractor may breakdown the equipment, supplies, and facilities information if necessary, but not in the spreadsheet.
- Quotation on spreadsheet above should include all of the service provided in continuation of description specification of work below.

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

**TWO SESSIONS WILL BE HELD DURING THE PERIOD OF APRIL 15-19, 2012.**

*A. LESS LETHAL TRAINING APRIL, APRIL 15-17 2013 (LL)*

*B. PREVENTING ATTACK AGAINST BUS AND RAILWAY SYSTEM CONSULTATION APRIL 15-19 2013 (PTAABRS)*

1. Consultation Sessions: period December 03-07, 2012 for 5 (five) days:

- a. **Function room** for Training Session, from 7.00am through 07.00pm, 2 interpreter booths and below condition:
  - To accommodate per schedule below and equipments (per “Equipments and Facilities” below)
    - a. LL: April 15-19, for 25 people
    - b. PTAABRS: April 15-19 for 30 people
  - Seating style: U Shape with head table for 3 speakers.
  - Free flow mineral water should be provided during the session with a registration desk outside room.
  - The room should have PA System, unobstructed view and soundproof.
- b. Three (3) **function rooms to be functioned as breakout rooms**, with below conditions:
  - To accommodate approximately 20 people per room and equipments (per “Equipments and Facilities”).
  - Seating style: *U-shape* style, and a head table for 2 people
  - For period of April 15-19, 2013, from 07.00 am through 06.00 pm
  - Standard PA system. The room should have unobstructed view and soundproof.
- c. **Coffee breaks** to be served at foyer consisting of tea, coffee and two kinds of pastries (savory and sweet)
  - Two times coffee break during the sessions (two times)
  - Additional one time coffee break each for opening ceremony (morning on the first day of session) & closing ceremony (afternoon on the last day of session):
  - - For LL
      - Two (2) times coffee break (21 people), for period of April 15-17, 2013
      - Opening and Closing Ceremonies (@20 people)
    - For PTAABRS
      - Two (2) times coffee break (24 people) for period of April 15-19, 2013
      - Opening and Closing Ceremonies (@20 people)
- d. **Lunch**, one (1) conference lunch buffet style, to be served in restaurant, consist of a mix local and western food with tea, coffee, juice, and free flow mineral water:
  - For LL for period of April 15-17, 2013 for 21 people
  - For PTAABRS for period of April 15-19, 2013 for 24 people

- e. **Equipment, furniture, and supplies** during the conference period:
- One (1) standing podium and standing microphone, and two (2) cordless microphones.
  - One (1) 3000lumens InFocus projector, projection screen
  - One (1) flip-chart, one (1) white board, markers, and delegate amenities (pen, notes, candies)
- For each session: one (1) lot daily (LL and PTAABRS)*  
*For each breakout rooms (total 3 packages daily):*
- One (1) minimum 2000lumens InFocus projector and projection screen
  - One (1) flip-chart with papers, one (1) white board, markers

A concierge for troubleshooting any conference support activities is required.

Rooms and other required facilities/services:

2. **Standard rooms**, 8 (eight) rooms, single occupancy (to include breakfast) check in on April 14, 2013 and check out date on April 19, 2012.  
 Note: Provider may lock the mini bar in each room and other snack requirements are individual traveler responsibility.
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 – COMMERCIAL 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 (May 2012)

(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:

(1) through (3), (5) through (26) Reserved/not applicable

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

(28) through (37) Reserved

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(39) through (41) Reserved

(42) 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).

(43) through (44) Reserved

X\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

   (46) through (47) Reserved

  X\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

   (49) through (51) Reserved

(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)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)

The following FAR clauses are provided in full text:

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

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

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and 1 (one) copy to the office identified in Block  
**Financial Management Office (FMO) - 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:

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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 ATA Officer

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- a) The contractor warrants the following:
- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

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

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

**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. Please quote each CLIN per package per day/unit.

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

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

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)

<u>Number</u>	<u>Title</u>
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 3435-9011. 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 20, due on April 2, 10.00am. All or none requirement. 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.