PACKING, SHIPPING, FORWARDING, AND STORAGE SERVICES

Contents:

1. **SECTION A -** SF 33 FORM - Please see below

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)	RATING	PAGE OF PAGES
		2 | 86

2. CONTRACT (Proc. Inst. Ident.) NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
SIN60014C001	**S-IN60014R0001**	[ ] SEALED BID (IFB) [**x**] NEGOTIATED (RFP)	**Jan 2, 2014**	

7. ISSUED BY CODE	8. ADDRESS OFFER TO (If other than item 7)
American Consulate Geenral **220,anna Salai,Chennai 600 006** **Phone: 2857 4000** **Fax:**	

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. **Sealed offers in original** and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specificed, in the depository located in **until 11 HRS local time FEB 03, 2014** CAUTION - LATE
Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all tems and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 044-28574000	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT	C. E-MAIL ADDRESS
	Kris Arvind		ArvindK@state.gov

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inseted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents) numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEM NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTRATION BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY CODE	

26.NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.

PART I – THE SCHEDULE;

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide services for the U.S. Consulate General, Chennai in accordance with Section C - Description/Specifications/Work Statement and the Exhibits contained in Section J of this contract.

Nothing in this contract shall prohibit the Government, at its discretion, from using International-Through-Government-Bill-of-Lading (ITGBL) contractor(s) (door-to-door) for movement of effects to any destination covered by ITGBL tender(s) in effect. The Government reserves the right to assign these ITGBL shipments without recourse by Contractors awarded a contract from this solicitation so long as the guaranteed minimum is met.

B.2 TYPE OF CONTRACT

This is a fixed-price indefinite-delivery, indefinite-quantity, type contract. Orders will be placed by firm, fixed- price task orders.

For each year of the contract, the U.S. Government guarantees a minimum order of Rs. 125,000. 00. The maximum amount of shipping/packing services each year of this contract will not exceed Rs. 2,500,000.00
Individual purchases shall be documented as follows:

DELIVERY ORDER FORM, DS-2076

B.3 LEVEL OF EFFORT

(a) The contractor shall provide the services for the base period of the contract at the rates shown in Section B and any option years exercised by the Government.

(b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.

(c) The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued/ordered.

B.4 PRICING

(a) For satisfactory performance of all the scheduled service required under this contract, the Government shall pay the Contractor a fixed-price per unit of service.

(b) The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.

(c) The Government will make payment in local currency.
(d) VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government. The applicable VAT on this solicitation will be referred to as "SERVICE TAX."

B.5 BASE PERIOD PRICES

BASE PERIOD PRICES – Twelve-Month Period; March 1, 2014 – February 28, 2015

	Unit of Measure	Rate per Unit	Estimated Quantity	Total Est. Amount
(a) Packing Services				
(1) Packing of HHE Effects	l00/lbs net	_____	90000.lbs	---------
(2) Packing of UAB in Carton in Carton Measurement: 36" x 25" x 20"	100/lbs gross	_____	12,000 lbs	_____
(3) Packing office supplies & Equipment	100/lbs nett	_____	1,000 lbs	_____
(b) Unpacking Services				
(1) Unpacking of HHE/ Office supplies, Equipment & Consumables	100/lbs net	_____	290,000 lbs	----------
(2) Unpacking of UAB & office supplies	100/lbs gross	_____	265,000 lbs	_____
(3) Unpacking Consumables	100/lbs gross	_____	5,000 lbs	_____

(c) Storage Services –

(1) Storage HHE/office

Supplies, equipment &	100/lbs net	_____	390,000 lbs	_____
(2) Storage UAB	100/lbs gross	____	32,000 lbs	____
(3) Storage Consumables	100/lbs net	___	5,000 lbs	_____

	Unit of Measure	Rate per Unit	Estimated Quantity	Total Est. Amount
(d) Clearing and Forwarding (SEA IMPORT)				
(1) Port Dues	Actuals	_____	Actuals	_____
(2) Detention Charges:				
20' Container	Actuals	_____	Actuals	_____
40' Container	Actuals	_____	Actuals	_____
(3) Service Charges	Shipment	_____	30 shipments	_____

(NOTE: Includes expenses, i.e. Document charges, handling, incidental expenses, etc.)

(4)Time to clear the shipment from the date of receipt of document LCL: _____

(5)Time to clear the shipment from the date of receipt of document FCL: _____

(e) Handling & Forwarding (SEA EXPORT OF HHE), Official Shipment, POV, LCL, FCL, etc.				
(1) Port Dues	Actuals	_____	Actuals	_____
(2) Service Charges	shipment	_____	15 shipments	_____

(NOTE: Includes expenses, i.e. Document charges, handling and incidental expenses)

(3) Lashing/fixing wooden blocks/stuffing	shipment	_____	2 ship	_____
(4) Survey report	shipment	_____	2 ship	_____
(5) Stuffing/Destuffing Plot charges	shipment	_____	Actuals	_____
(6) Fumigation/ ISPM Certification (Should be a fixed price)	shipment	_____	10 ship	_____

(7)Time to clear the shipment from the date of receipt of export document LCL-7 working days

(8)Time to clear the shipment from the date of receipt of export document FCL-7 working days

	Unit of Measure	Rate per Unit	Estimated Quantity	Total Est. Amount
(f) Clearing and Forwarding (AIR IMPORT)				

(1) Warehouse
IAAI Charges Actuals _____ Actuals _____
(2) Delivery Order Charges Actuals _____ Actuals _____
(3)Service Charges Shipment _____ 25 ship _____
(NOTE: Includes expenses, i.e. Document charges, handling, fee for vehicle, Scanning, incidental expenses, etc.)

(4)Time taken to clear from the date of arrival: _____

g) Handling & Forwarding (AIR EXPORT)
(1) Air Freight Charges Actuals _____ Actuals _____
(NOTE: Reimbursed on actual basis with no additional overhead or handling charges on submission of a copy of receipt for the amount paid to the airlines)

(2) Warehouse charges
IAAI Charges Actuals _____ Actuals _____
(3) Service Charges Shipment _____ 15 ship _____
(NOTE: Includes expenses, i.e. Document charges, handling, fee for vehicle, scanning, incidental expenses, etc.)

(4) Time taken for forwarding the shipment:_____
(5) On completing of packing, time taken to forward the shipment to_____

(h) Equipment Hire
(1)Fork Lift – 3 Tons
(i) Minimum 8-hour charge 8 hours _____ 3 _____
(ii) Additional hours per hour _____ 10 _____
(2) Crane Hire – 3 Tons
(i) Minimum 8-hour charge 8 hours _____ 2 _____
(ii) Additional hours per hour _____ 10 _____

		Unit of Measure	Rate per Unit	Estimated Quantity	Total Est. Amount
(i)	Loading/unloading	laborer	_____	400 labor/yr	_____

(j) Transportation Charges:
Harbor to CFS / Warehouse
20' Container per trip _____ 40 trips _____
40' Container per trip _____ 20 trips _____
CFS / Warehouse to USG Residences
LCL - VAN per trip _____ 80 trips _____

LCL - Truck	Per trip	_____	40 trips	_____

Airport to client's residence and or to office/client's residence to airport

LCL - VAN	per trip	_____	40 trips	_____
LCL - Truck	Per trip	_____	15 trips	_____

(k) Survey charges towards the damages incurred in transit & upon arrival at Chennai Port (to provide with photographs).

(AIR)

(SEA)

Note: (1) 'ship' stands for shipment
(2) Actual expenses will be reimbursed on submission of supporting document.
(3) Service Charges should include document charges, handling charges, fee for vehicle, scanning, incidental

TOTAL _____

B.6 FIRST OPTION YEAR PRICES – Twelve-Month Period;
March 1, 2015 – February 29, 2016

	Unit of Measure	Rate per Unit	Estimated Quantity	Total Est. Amount
(a) Packing Services				
(1) Packing of HHE Effects	l00/lbs net	_____	90000.lbs	---------
(2) Packing of UAB in Carton in Carton Measurement: 36" x 25" x 20"	100/lbs gross	_____	12,000 lbs	_____
(3) Packing office supplies & Equipment	100/lbs nett	_____	1,000 lbs	_____
(b) Unpacking Services				
(1) Unpacking of HHE/ Office supplies, Equipment & Consumables	100/lbs net	_____	290,000 lbs	----------
(2) Unpacking of UAB & office supplies	100/lbs gross	_____	265,000 lbs	_____
(3) Unpacking Consumables	100/lbs gross	_____	5,000 lbs	_____

(c) Storage Services –

(2) Storage HHE/office

Supplies, equipment &	100/lbs net	_____	390,000 lbs	_____
(2) Storage UAB	100/lbs gross	____	32,000 lbs	____
(3) Storage Consumables	100/lbs net	___	5,000 lbs	_____

	Unit of Measure	Rate per Unit	Estimated Quantity	Total Est. Amount
(d) Clearing and Forwarding (SEA IMPORT)				
(1) Port Dues	Actuals	_____	Actuals	_____
(2) Detention Charges:				
20' Container	Actuals	_____	Actuals	_____
40' Container	Actuals	_____	Actuals	_____
(3) Service Charges	Shipment	_____	30 shipments	_____

(NOTE: Includes expenses, i.e. Document charges, handling, incidental expenses, etc.)

(4)Time to clear the shipment from the date of receipt of document LCL:_____

(5)Time to clear the shipment from the date of receipt of document FCL:_____

(e) Handling & Forwarding (SEA EXPORT OF HHE), Official Shipment, POV, LCL, FCL, etc.				
(2) Port Dues	Actuals	_____	Actuals	_____
(2) Service Charges	shipment	_____	15 shipments	_____

(NOTE: Includes expenses, i.e. Document charges, handling and incidental expenses)

(3) Lashing/fixing wooden blocks/stuffing	shipment	_____	2 ship	_____
(4) Survey report	shipment	_____	2 ship	_____
(5) Stuffing/Destuffing Plot charges	shipment	_____	Actuals	_____
(6) Fumigation/ ISPM Certification (Should be a fixed price)	shipment	_____	10 ship	_____

(7)Time to clear the shipment from the date of receipt of export document LCL-7 working days

(8)Time to clear the shipment from the date of receipt of export document FCL-7 working days

Unit of Measure	Rate per Unit	Estimated Quantity	Total Est. Amount

(f) Clearing and Forwarding (AIR IMPORT)

(3) Warehouse

IAAI Charges Actuals _____ Actuals _____

(4) Delivery Order Charges Actuals _____ Actuals _____

(3)Service Charges Shipment _____ 25 ship _____

(NOTE: Includes expenses, i.e. Document charges, handling, fee for vehicle, Scanning, incidental expenses, etc.)

(4)Time taken to clear from the date of arrival: _____

g) Handling & Forwarding (AIR EXPORT)

(6) Air Freight Charges Actuals _____ Actuals _____

(NOTE: Reimbursed on actual basis with no additional overhead or handling charges on submission of a copy of receipt for the amount paid to the airlines)

(7) Warehouse charges

IAAI Charges Actuals _____ Actuals _____

(8) Service Charges Shipment _____ 15 ship _____

(NOTE: Includes expenses, i.e. Document charges, handling, fee for vehicle, scanning, incidental expenses, etc.)

(9) Time taken for forwarding the shipment:_____

(10) On completing of packing, time taken to forward the shipment to_____

(h) Equipment Hire

(1)Fork Lift – 3 Tons

(i) Minimum 8-hour charge 8 hours _____ 3 _____

(ii) Additional hours per hour _____ 10 _____

(2) Crane Hire – 3 Tons

(i) Minimum 8-hour charge 8 hours _____ 2 _____

(ii) Additional hours per hour _____ 10 _____

		Unit of Measure	Rate per Unit	Estimated Quantity	Total Est. Amount
(i)	Loading/unloading	laborer	_____	400 labor/yr	_____

(j) Transportation Charges:

Harbor to CFS / Warehouse

20' Container per trip _____ 40 trips _____

40' Container per trip _____ 20 trips _____

CFS / Warehouse to USG Residences

LCL - VAN per trip _____ 80 trips _____

LCL - Truck	Per trip	_____	40 trips	_____

Airport to client's residence and or to office/client's residence to airport

LCL - VAN	per trip	_____	40 trips	_____
LCL - Truck	Per trip	_____	15 trips	_____

(k) Survey charges towards the damages incurred in transit & upon arrival at Chennai Port (to provide with photographs).

(AIR)
(SEA)

Note: (1) 'ship' stands for shipment
(2) Actual expenses will be reimbursed on submission of supporting document.
(3) Service Charges should include document charges, handling charges, fee for vehicle, scanning, incidental

TOTAL _____

B.7 SECOND OPTION YEAR PRICES – Twelve-Month Period; March 1, 2016 – February 28, 2017

	Unit of Measure	Rate per Unit	Estimated Quantity	Total Est. Amount
(a) Packing Services				
(1) Packing of HHE Effects	l00/lbs net	_____	90000.lbs	---------
(2) Packing of UAB in Carton in Carton Measurement: 36" x 25" x 20"	100/lbs gross	_____	12,000 lbs	_____
(3) Packing office supplies & Equipment	100/lbs nett	_____	1,000 lbs	_____
(b) Unpacking Services				
(1) Unpacking of HHE/ Office supplies, Equipment & Consumables	100/lbs net	_____	290,000 lbs	----------
(2) Unpacking of UAB & office supplies	100/lbs gross	_____	265,000 lbs	_____
(3) Unpacking Consumables	100/lbs gross	_____	5,000 lbs	_____

(c) Storage Services –

(3) Storage HHE/office Supplies, equipment &	100/lbs net	_____	390,000 lbs	_____
(2) Storage UAB	100/lbs gross	____	32,000 lbs	____
(3) Storage Consumables	100/lbs net	___	5,000 lbs	_____

	Unit of Measure	Rate per Unit	Estimated Quantity*	Total Est. Amount
(d) Clearing and Forwarding (SEA IMPORT)				
(1) Port Dues	Actuals	_____	Actuals	_____
(2) Detention Charges:				
20' Container	Actuals	_____	Actuals	_____
40' Container	Actuals	_____	Actuals	_____
(3) Service Charges	Shipment	_____	30 shipments	_____

(NOTE: Includes expenses, i.e. Document charges, handling, incidental expenses, etc.)

(4)Time to clear the shipment from the date of receipt of document LCL: _____

(5)Time to clear the shipment from the date of receipt of document FCL: _____

(e) Handling & Forwarding (SEA EXPORT OF HHE), Official Shipment, POV, LCL, FCL, etc.				
(3) Port Dues	Actuals	_____	Actuals	_____
(2) Service Charges	shipment	_____	15 shipments	_____

(NOTE: Includes expenses, i.e. Document charges, handling and incidental expenses)

(3) Lashing/fixing wooden blocks/stuffing	shipment	_____	2 ship	_____
(4) Survey report	shipment	_____	2 ship	_____
(5) Stuffing/Destuffing Plot charges	shipment	_____	Actuals	_____
(6) Fumigation/ ISPM Certification (Should be a fixed price)	shipment	_____	10 ship	_____

(7)Time to clear the shipment from the date of receipt of export document LCL-7 working days

(8)Time to clear the shipment from the date of receipt of export document FCL-7 working days

	Unit of Measure	Rate per Unit	Estimated Quantity*	Total Est. Amount
(f) Clearing and Forwarding (AIR IMPORT)				

(5) Warehouse

IAAI Charges Actuals _____ Actuals _____

(6) Delivery Order Charges Actuals _____ Actuals _____

(3)Service Charges Shipment _____ 25 ship _____

(NOTE: Includes expenses, i.e. Document charges, handling, fee for vehicle, Scanning, incidental expenses, etc.)

(4)Time taken to clear from the date of arrival: _____

g) Handling & Forwarding (AIR EXPORT)

(11) Air Freight Charges Actuals _____ Actuals _____

(NOTE: Reimbursed on actual basis with no additional overhead or handling charges on submission of a copy of receipt for the amount paid to the airlines)

(12) Warehouse charges

IAAI Charges Actuals _____ Actuals _____

(13) Service Charges Shipment _____ 15 ship _____

(NOTE: Includes expenses, i.e. Document charges, handling, fee for vehicle, scanning, incidental expenses, etc.)

(14) Time taken for forwarding the shipment:_____

(15) On completing of packing, time taken to forward the shipment to_____

(h) Equipment Hire

(1)Fork Lift – 3 Tons

(i) Minimum 8-hour charge 8 hours _____ 3 _____

(ii) Additional hours per hour _____ 10 _____

(2) Crane Hire – 3 Tons

(i) Minimum 8-hour charge 8 hours _____ 2 _____

(ii) Additional hours per hour _____ 10 _____

		Unit of Measure	Rate per Unit	Estimated Quantity*	Total Est. Amount
(i)	Loading/unloading	laborer	_____	400 labor/yr	_____

(j) Transportation Charges:

Harbor to CFS / Warehouse

20' Container per trip _____ 40 trips _____

40' Container per trip _____ 20 trips _____

CFS / Warehouse to USG Residences

LCL - VAN per trip _____ 80 trips _____

LCL - Truck Per trip _____ 40 trips _____

Airport to client's residence and or to office/client's residence to airport

LCL - VAN per trip _____ 40 trips _____

LCL - Truck Per trip _____ 15 trips _____

(k) Survey charges towards the damages incurred in transit & upon arrival at Chennai Port (to provide with photographs).

(AIR)
(SEA)

Note: (1) 'ship' stands for shipment
(2) Actual expenses will be reimbursed on submission of supporting document.
(3) Service Charges should include document charges, handling charges, fee for vehicle, scanning, incidental

TOTAL _____

B.8 THIRD OPTION YEAR PRICES – Twelve-Month Period
March 1, 2017 – February 28, 2018

	Unit of Measure	Rate per Unit	Estimated Quantity	Total Est. Amount
(a) Packing Services				
(1) Packing of HHE Effects	l00/lbs net	_____	90000.lbs	---------
(2) Packing of UAB in Carton in Carton Measurement: 36" x 25" x 20"	100/lbs gross	_____	12,000 lbs	_____
(3) Packing office supplies & Equipment	100/lbs nett	_____	1,000 lbs	_____
(b) Unpacking Services				
(1) Unpacking of HHE/ Office supplies, Equipment & Consumables	100/lbs net	_____	290,000 lbs	----------
(2) Unpacking of UAB & office supplies	100/lbs gross	_____	265,000 lbs	_____
(3) Unpacking Consumables	100/lbs gross	_____	5,000 lbs	_____
(c) Storage Services –				
(4) Storage HHE/office Supplies, equipment &	100/lbs net	_____	390,000 lbs	_____
(2) Storage UAB	100/lbs gross	____	32,000 lbs	____
(3) Storage Consumables	100/lbs net	___	5,000 lbs	_____

	Unit	Rate	Estimated	Total Est.

	of Measure	per Unit	Quantity*	Amount
(d) Clearing and Forwarding (SEA IMPORT)				
(1) Port Dues	Actuals	_____	Actuals	_____
(2) Detention Charges:				
20' Container	Actuals	_____	Actuals	_____
40' Container	Actuals	_____	Actuals	_____
(3) Service Charges	Shipment	_____	30 shipments	_____

(NOTE: Includes expenses, i.e. Document charges, handling, incidental expenses, etc.)

(4)Time to clear the shipment from the date of receipt of document LCL: _____

(5)Time to clear the shipment from the date of receipt of document FCL: _____

(e) Handling & Forwarding (SEA EXPORT OF HHE), Official Shipment, POV, LCL, FCL, etc.				
(4) Port Dues	Actuals	_____	Actuals	_____
(2) Service Charges	shipment	_____	15 shipments	_____

(NOTE: Includes expenses, i.e. Document charges, handling and incidental expenses)

(3) Lashing/fixing wooden blocks/stuffing	shipment	_____	2 ship	_____
(4) Survey report	shipment	_____	2 ship	_____
(5) Stuffing/Destuffing Plot charges	shipment	_____	Actuals	_____
(6) Fumigation/ ISPM Certification (Should be a fixed price)	shipment	_____	10 ship	_____

(7)Time to clear the shipment from the date of receipt of export document LCL-7 working days

(8)Time to clear the shipment from the date of receipt of export document FCL-7 working days

	Unit of Measure	Rate per Unit	Estimated Quantity*	Total Est. Amount
(f) Clearing and Forwarding (AIR IMPORT)				
(7) Warehouse IAAI Charges	Actuals	_____	Actuals	_____
(8) Delivery Order Charges	Actuals	_____	Actuals	_____
(3)Service Charges	Shipment	_____	25 ship	_____

(NOTE: Includes expenses, i.e. Document charges, handling, fee for vehicle, Scanning, incidental expenses, etc.)

(4)Time taken to clear from the date of arrival: _____

g) Handling & Forwarding (AIR EXPORT)

(16) Air Freight Charges Actuals _____ Actuals _____

(NOTE: Reimbursed on actual basis with no additional overhead or handling charges on submission of a copy of receipt for the amount paid to the airlines)

(17) Warehouse charges

IAAI Charges Actuals _____ Actuals _____

(18) Service Charges Shipment _____ 15 ship _____

(NOTE: Includes expenses, i.e. Document charges, handling, fee for vehicle, scanning incidental expenses, etc.)

(19) Time taken for forwarding the shipment:_____

(20) On completing of packing, time taken to forward the shipment to_____

(h) Equipment Hire

(1)Fork Lift – 3 Tons

(i) Minimum 8-hour charge	8 hours	_____	3	_____
(ii) Additional hours	per hour	_____	10	_____

(2) Crane Hire – 3 Tons

(i) Minimum 8-hour charge	8 hours	_____	2	_____
(ii) Additional hours	per hour	_____	10	_____

		Unit of Measure	Rate per Unit	Estimated Quantity*	Total Est. Amount
(i)	Loading/unloading	laborer	_____	400 labor/yr	_____

(j) Transportation Charges:

Harbor to CFS / Warehouse				
20' Container	per trip	_____	40 trips	_____
40' Container	per trip	_____	20 trips	_____
CFS / Warehouse to USG Residences				
LCL - VAN	per trip	_____	80 trips	_____
LCL - Truck	Per trip	_____	40 trips	_____

Airport to client's residence and or to office/client's residence to airport

LCL - VAN	per trip	_____	40 trips	_____
LCL - Truck	Per trip	_____	15 trips	_____

(k) Survey charges towards the damages incurred in transit & upon arrival at Chennai Port (to provide with photographs).

(AIR)

(SEA)

Note: (1) 'ship' stands for shipment
(2) Actual expenses will be reimbursed on submission of supporting document.
(3) Service Charges should include document charges, handling charges, fee for vehicle, scanning, incidental

TOTAL _____

B.9 FOURTH OPTION YEAR PRICES – Twelve-Month Period
March 1, 2018 – February 28, 2019

[Note to Contracting Officer: Fill in the unit of measure and the estimated quantity. Offerors will fill in the rate per unit and the total estimated amount.]

	Unit of Measure	Rate per Unit	Estimated Quantity	Total Est. Amount
(a) Packing Services				
(1) Packing of HHE Effects	l00/lbs net	_____	90000.lbs	---------
(2) Packing of UAB in Carton in Carton Measurement: 36" x 25" x 20"	100/lbs gross	_____	12,000 lbs	_____
(3) Packing office supplies & Equipment	100/lbs nett	_____	1,000 lbs	_____
(b) Unpacking Services				
(1) Unpacking of HHE/ Office supplies, Equipment & Consumables	100/lbs net	_____	290,000 lbs	----------
(2) Unpacking of UAB & office supplies	100/lbs gross	_____	265,000 lbs	_____
(3) Unpacking Consumables	100/lbs gross	_____	5,000 lbs	_____
(c) Storage Services –				
(5) Storage HHE/office Supplies, equipment &	100/lbs net	_____	390,000 lbs	_____
(2) Storage UAB	100/lbs gross	____	32,000 lbs	____
(3) Storage Consumables	100/lbs net	___	5,000 lbs	_____

	Unit of Measure	Rate per Unit	Estimated Quantity*	Total Est. Amount

(d) Clearing and Forwarding (SEA IMPORT)

(1) Port Dues Actuals _____ Actuals _____

(2) Detention Charges:

20' Container Actuals _____ Actuals _____

40' Container Actuals _____ Actuals _____

(3) Service Charges Shipment _____ 30 shipments _____

(NOTE: Includes expenses, i.e. Document charges, handling, incidental expenses, etc.)

(4)Time to clear the shipment from the date of receipt of document LCL: _____

(5)Time to clear the shipment from the date of receipt of document FCL: _____

(e) Handling & Forwarding (SEA EXPORT OF HHE), Official Shipment, POV, LCL, FCL, etc.

(5) Port Dues Actuals _____ Actuals _____

(2) Service Charges shipment _____ 15 shipments _____

(NOTE: Includes expenses, i.e. Document charges, handling and incidental expenses)

(3) Lashing/fixing wooden blocks/stuffing shipment _____ 2 ship _____

(4) Survey report shipment _____ 2 ship _____

(5) Stuffing/Destuffing Plot charges shipment _____ Actuals _____

(6) Fumigation/ ISPM Certification shipment _____ 10 ship _____

(Should be a fixed price)

(7)Time to clear the shipment from the date of receipt of export document LCL-7 working days

(8)Time to clear the shipment from the date of receipt of export document FCL-7 working days

	Unit of Measure	Rate per Unit	Estimated Quantity*	Total Est. Amount
(f) Clearing and Forwarding (AIR IMPORT)				
(9) Warehouse IAAI Charges	Actuals	_____	Actuals	_____
(10) Delivery Order Charges	Actuals	_____	Actuals	_____
(3)Service Charges	Shipment	_____	25 ship	_____

(NOTE: Includes expenses, i.e. Document charges, handling, fee for vehicle, Scanning, incidental expenses, etc.)

(4)Time taken to clear from the date of arrival: _____

g) Handling & Forwarding (AIR EXPORT)

(21) Air Freight Charges Actuals _____ Actuals _____

(NOTE: Reimbursed on actual basis with no additional overhead or handling charges on submission of a copy of receipt for the amount paid to the airlines)

(22) Warehouse charges
IAAI Charges Actuals _____ Actuals _____

(23) Service Charges Shipment _____ 15 ship _____

(NOTE: Includes expenses, i.e. Document charges, handling, fee for vehicle, scanning, incidental expenses, etc.)

(24) Time taken for forwarding the shipment:_____

(25) On completing of packing, time taken to forward the shipment to_____

(h) Equipment Hire

(1)Fork Lift – 3 Tons

(i) Minimum 8-hour charge	8 hours	_____	3	_____
(ii) Additional hours	per hour	_____	10	_____

(2) Crane Hire – 3 Tons

(i) Minimum 8-hour charge	8 hours	_____	2	_____
(ii) Additional hours	per hour	_____	10	_____

		Unit of Measure	Rate per Unit	Estimated Quantity*	Total Est. Amount
(i)	Loading/unloading	laborer	_____	400 labor/yr	_____

(j) Transportation Charges:

Harbor to CFS / Warehouse				
20' Container	per trip	_____	40 trips	_____
40' Container	per trip	_____	20 trips	_____
CFS / Warehouse to USG Residences				
LCL - VAN	per trip	_____	80 trips	_____
LCL - Truck	Per trip	_____	40 trips	_____

Airport to client's residence and or to office/client's residence to airport

LCL - VAN	per trip	_____	40 trips	_____
LCL - Truck	Per trip	_____	15 trips	_____

(k) Survey charges towards the damages incurred in transit & upon arrival at Chennai Port (to provide with photographs).

(AIR)

(SEA)

Note: (1) ‘ship’ stands for shipment

(2) Actual expenses will be reimbursed on submission of supporting document.

(3) Service Charges should include document charges, handling charges, fee for vehicle, scanning, incidental

TOTAL _____

B.10 GRAND TOTAL

Base Year	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

PART I, THE SCHEDULE;
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PERFORMANCE WORK STATEMENT - SHIPPING/PACKING SERVICES

C.1 Work Requirements

C.1.1 General. The contractor shall provide services for the United States Mission, Chennai, India as described. 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 the states of Tamil Nadu, Kerala, Karnataka and Pondicherry.

The contractor shall furnish all managerial, administrative, direct labor personnel, materials and transportation that are necessary to accomplish all work as required by this contract. 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.

C.1.2 Personnel. The contractor shall provide a qualified work force capable of providing the services specified in this contract.

C.2 Definitions.

"Article" means one item, piece, or package and contents thereof received by the contractor as listed on the inventory. It can be household effects, professional books, papers and equipment, privately owned vehicles, or general effects 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, whether consisting of household effects or of U.S. Government owned materials.

"Client" means all United States mission personnel for whom the required services are to be rendered.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section G of this contract.

"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 shipping container, including the articles packed therein and all materials used for wrapping, cushioning, banding, waterproofing, packaging, blocking and bracing the container.

"Household Effects" means those items that are the personal property of post officials, and are therefore to be packed and transported at U.S. Government expense. This includes furniture, personal effects and consumables that, because of volume and weight, are shipped via surface freight. (Note: See the clause in Section D entitled "Prohibited Items" for a listing of items which are not to be packed or transported at U.S. Government expense).

"Inventory" means a contractor-prepared list originated at the time the goods are packed. Each inventory is to be reviewed and signed by the client 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.

"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, (such as, 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 utilized 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.

"Unaccompanied Air Baggage (UAB)" means that portion of the total weight allowance of personal property that the client is permitted to ship via airfreight. UAB typically includes those items required for short-term housekeeping, such as clothing, linen, and kitchen items.

C.3 GENERAL REQUIREMENTS.

Packing of client Household Effects or Government-owned materials for transportation 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 family possessions and U.S. Government property and always take the greatest care in handling and packing such articles. No claim for any additional compensation shall be considered unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under the terms of this contract or authorized by the Government in writing in advance.

C.4 PACKING SPECIFICATIONS AND RESPONSIBILITIES.

Labor employed to perform services under this contract shall be experienced and competent in the performance of such services. Those employees who perform services at the client's office or residence shall be neat and in uniform identifying them as employees of the contractor.

C.4.1 Packing Services.

C.4.1.1 The contractor agrees to provide complete services for surveying, packing, crating, weighing, and marking of household effects, surface baggage and official Government shipments of commodities including, but not limited to, household effects, office and residential furniture, vehicles, and equipment and supplies for shipment within and from the states in India. Such services will be performed on goods located primarily within the states of Tamil Nadu, Kerala, Karnataka and Pondicherry metropolitan area, but also other areas of India as requested.

C.4.1.2. The contractor shall provide all necessary packing and crating material required by this specification and standard industry practice for the services under this contract.

C.4.1.3. 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.

C.4.1.4. The contractor shall provide export packing and related services following the best commercial practices to insure a shipment of the least tare weight and smallest cubic measurement that is compatible with assurance of transportation to destinations without damage or pilferage to containers or contents. Export packing shall include, but shall not be limited to, the following:

- Padding, dunnage and packing into cases, barrels or crates of all fragile items.
- Wrapping in waterproof paper and padding all items of furniture, television sets and other valuable equipment. The Contractor shall crate this item. The Contractor shall place these items in the lift vans so as to prevent damage or shifting while in transit.
- Padding securely all mirrors and framed pictures, marble tops, etc., in crates made to the proper size of good packing grade dry lumber with least tare weight.
- All rugs and carpets shall be mothproofed, and crated or wrapped without folding.
- Packing clothing items, linens, bedding, lampshades and similar items in containers lined with tissue paper, carefully, to prevent excessive wrinkling or folding.
- Freezers or refrigerators shall be dry inside and the Contractor shall pad and secure all removable shelving and interior parts to prevent breakage or damage.
- 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.

C.4.2 <u>INVENTORY SYSTEM</u>.

In conjunction with the client or his/her agent, the contractor shall prepare six copies of an Inventory List of all articles packed, bearing the signature of the client or his/her agent together with the signature of the contractor, both certifying to the correctness of the inventory. The contractor shall ensure diligence in recording any unusual condition of the goods being packed by the contractor. The inventory shall list each article. Words such as "HOUSEHOLD EFFECTS" or other general descriptive terms such as marred, scratched, soiled, worn, torn,

gouged, and the like shall be avoided unless they are supplemented with a statement describing the degree and location of the exception. Care in the preparation of the initial inventory will assist in protecting the client of the property and the contractor in the event of loss and/or damage. Inventory Lists shall specify the name of the client of the goods, the date of shipment and the name of the contractor, and contain on the form an explanation of the condition symbols and location symbols. The original of the Inventory List will be retained by the contractor; one copy shall be given to the client or the client's agent; and the remaining copies shall be forwarded to the COR.

C.5 FREIGHT HANDLING.

C.5.1 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 India. 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.

C.5.2 The Contractor shall transport all incoming Government cargo handled under the contract from commercial facilities at Chennai to the final destination in the states of Tamil Nadu, Kerala, Karnataka and Pondicherry area or elsewhere in India including off-loading from the contractor's vehicle, as specified by the COR unless otherwise directed by the COR in writing to the contractor.

C.5.3 The Contractor shall pick up from the Government in Chennai or elsewhere in India in time to insure delivery to Chennai, seaport or airport or facilities within 48 hours of the request for pickup. The Contractor shall not place cargo in any warehouse at Government expense without prior approval of the COR.

C.6 CONTRACTOR RESPONSIBILITIES.

C.6.1 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 client's facility or residence and when Household Effects, Unaccompanied Baggage, or other cargo is being loaded into lift vans or other shipping containers.

C.6.2 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.

C.6.3 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.

C.6.4 The contractor's employees shall not at any time:

(a) Smoke in the client's facility or residence;
(b) Arrive at the facility or residence 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 client's bathroom or towels without permission;
(e) Engage in prolonged discussion or argument regarding the job;
(f) Perform any work for the client not specified in this contract; or
(g) Request or accept any articles or currency as a gratuity from the client for work performed under this contract.

C.7 SCHEDULING AND PLANNING SHIPMENT PICKUPS.

C.7.1 SCHEDULING AND PLANNING SHIPMENT PICKUPS. The COR receives requests from clients for Household Effects pack out dates, and will coordinate the scheduling of shipments with the contractor. 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.

C.7.2 PRE-SHIPMENT SURVEY.

Before the HHE has been packed, the contractor shall, in connection with each instance of Household Effects services in this contract, make an on-site pre-shipment survey of the items to be shipped and/or stored to determine the approximate net weight of each category. The survey shall be conducted by an approved Estimator. The survey must list the major items of furniture, appliances and equipment which are to be included in the shipment and/or storage lot. It must also state the number of cartons and crates necessary to properly protect the loose and fragile items. The Contractor shall give a copy of each survey, signed and dated by the estimator, indicating total estimated net weight of both the export shipment and storage lot to the client within three days upon completion of the pre-shipment survey. A pre-shipment survey which deviates more than ten percent, either high or low, in either the export or storage estimates, will

be documented by the COR in the contractor's performance file. A pre-shipment survey will not normally be required for shipments other than Household Effects shipments.

C.8 DURATION OF PACKING.

The contractor shall perform all packing and/or pickup of household goods and personal effects on the date beginning and at the time agreed upon between the contractor and the client or his/her agent. The client shall be any person the COR specifies as the client in the "Request for Shipment" form authorizing service. All services performed shall be performed on normal workdays between the hours of 09.00 a.m. and 5.00 p.m. Services may only be performed at the residence before 09.00 a.m. or after 5.00 p.m. on normal workdays, 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 employees. If the packing and/or pickup crews will arrive more than two hours later than the scheduled time agreed upon, the contractor shall notify both the client and the COR in advance. Authorization for any changes in date and time must be authorized by the COR.

C.9 TARE WEIGHT LIMITATION.

Whether for official shipments or for household effects, 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.

C.10. 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.

C.11 RECORD KEEPING REQUIREMENTS.

C.11.1 Inventory Lists. The contractor shall prepare a complete, accurate and legible Inventory List as the articles are packed. The client will review and sign the list. The original will be retained by the contractor; one copy shall be given to the client or the client's agent; 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 client’s attention before goods are removed from the government premises. The Inventory List

must be signed by the client and the contractor's Team Leader, both certifying to the correctness of the Inventory List.

C.11.1.1 The Inventory List shall show the number and contents of each carton, listed by the correct name in English 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 client. 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.

C.11.1.2 The Inventory List shall also indicate by number which cartons are loaded into the respective shipping containers/lift vans.

C.11.1.3 The client's name 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.

C.11.1.4 Art Objects. The packer shall list art objects by their specific names, such as, drum, picture, mask, etc. The Inventory List shall include the type of material (malachite, wood, metal, etc.) and whether the item is of Indian origin.

C.12 CONTRACTOR RESPONSIBILITIES FOR U.S.GOVERNMENT FURNISHED MATERIALS -RESERVED

C.13 STORAGE AREA REQUIREMENTS.

C.13.1 All temporary or permanent storage provided, either for unpacked or packed household effects and unaccompanied air baggage, shall be inside storage buildings and areas that are acceptable to and approved by the COR.

C.13.2 In areas assigned for preparation and storage of household effects and unaccompanied air baggage the Contractor shall prevent pilferage or damage by sunlight, water, or fire. Household effects 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.

C.13.3 The Contractor shall keep aisles, driveways, and entrances free of storage and equipment not being currently handled or operated.

C.13.4 The Contractor shall remove waste or refuse from storage areas or kept in metal containers with tight-fitting metal lids.

C.13.5 Household effects 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.

C.14 REQUIREMENTS FOR STORAGE METHODS.

C.14.1 The Contractor shall place household effects and unaccompanied air baggage into temporary or permanent storage inside a warehouse on the day of receipt or, in the event of inclement weather, immediately upon receipt.

C.14.2 All loose-packed storage of household effects 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. Post
(Shipper's last name)
(Lot number)

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

C.14.4 The Contractor shall replace moth repellents upholstered articles at least every six months.

C.14.5 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.

C.14.6 The Contractor shall establish and maintain a locator system to enable prompt identification and removal of effects in storage.

C.14.7 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.

C.15 WAREHOUSE RECEIPT.

C.15.1 Upon receipt of effects, the contractor shall prepare a Non-Negotiable Warehouse Receipt. The terms shall be subject to approval by the COR, indicating the American post or other Government Agency as the depositor. If the Warehouse Receipt contains provisions that differ from items in this contract, or that are not contained in this contract, these provisions in the Warehouse Receipt shall have no effect against the United States Government unless the United States Government specifically, in writing, approved each provision at the time the receipt was drafted.

C.15.2 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.

C.16 WAREHOUSE FACILITIES.

C.16.1 Warehouse Facilities must be approved by the COR and meet the following criteria:

(a) 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.

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

(1) 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.

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

C.17 NOTIFICATION OF COMPLETION OF SERVICES.

C.17.1 As soon as the required services for outgoing cargo and unaccompanied air baggage shipments are completed, the contractor shall notify the COR and provide the following information:

a. If a shipment of other than Household Effects: Name and Agency affiliation of employee requesting the shipment. Name and Agency affiliation of employee who owns the effects.

b. Government Agency Packing Authorization Number

c. Ultimate destination of shipment

d. Date of pickup, number of pieces and gross weight of shipment.

e. Bill of Lading or Airbill number assigned to the shipment.

C.17.1.1

The contractor shall obtain a proper receipt from the carrier or its agent at the time the baggage is delivered to the carrier by the contractor.

Upon completion of each assigned packing effort, the contractor shall provide to the COR a Notice of Availability for Shipment. On this Notice, the contractor shall report the identity of each completed export packing effort, and whether each was for Household Effects, UAB, or general cargo. The contractor shall confirm each such notification by submitting to the COR, within twenty-four hours, four copies of the Inventory List, together with a written request for shipping instructions containing the following information:

(a) Name of client and Agency affiliation
(b) Government Agency Packing Authorization Number
(c) Ultimate destination of shipment
(d One copy of the export inventory properly prepared.
(e) Packing list itemizing the contents of each shipping container by inventory number; Net, Tare and Gross weight; and a cubic measurement of each shipping container and of total shipment.

C.17.2 Upon receipt of the above information, the COR will furnish to the contractor, in writing, any additional shipment marking information; the necessary shipping data; and a

completed and signed U.S. Government Bill of Lading (GBL) for each shipment that the Contractor has reported ready to ship. The contractor shall tender the GBL to the carrier specified to transport the shipment to the port of embarkation. It shall be the responsibility of the contractor to contact the carrier in sufficient time to load the shipment on the carrier's vehicle in time to have the shipment delivered to the port of embarkation by the delivery date designated in the shipping data furnished by the Government. In addition, the contractor shall ensure that all customs procedures have been accomplished, and shall obtain required documentation for all shipments. It is also the contractor's responsibility to notify the COR in writing if any shipment cannot be delivered to the port of embarkation by the date specified and the reason. Failure to provide this notice prior to the latest date the shipment is to be delivered to the pier may subject the contractor to any Liquidated Damages to be paid by the contractor to the carrier.

C.18 REQUIREMENTS FOR THE DELIVERY AND UNPACKING OF HOUSEHOLD EFFECTS, UNACCOMPANIED BAGGAGE (UAB) and GENERAL CARGO.

C.18.1 Receipt of Effects and Unaccompanied Air Baggage. It shall be the responsibility of the contractor to notify the COR immediately if any shipment is received in damaged condition and make notation of any visible loss or damage on the reverse side of the Government Bill of Lading and/or on carrier's delivery receipt. Loose-packed effects shall be properly inventoried on receipt and immediately placed in proper palletized storage. If it is necessary to unload a steamship container and place the effects into loose-pack storage prior to delivery, an Inventory List shall be prepared and signed by the contractor when the effects are removed from the container and placed into storage.

C.18.2 Delivery of Household Effects and Unaccompanied Air Baggage To a Residence.

C.18.2.1 The placing of Household Effects and UAB in the client's residence, as specified, shall include, but not be limited to, the laying of pads and rugs; placing of items of furniture within rooms; setting up of beds, including the placing of springs and mattresses on bed frames; and the placing of all kitchenware, dinnerware, glassware, silverware, linens and other miscellaneous items in locations specified by the client or his/her representative. The contractor is not required to move furniture within the residence after the first placing of furniture.

C.18.2.2 The contractor shall inquire of the client at the time arrangements are made for delivery, if the shipment includes large items such as pianos, freezers, refrigerators, etc. The contractor shall have piano boards and other necessary tools and equipment on hand to open containers and safely move these items.

C.18.2.3 The contractor shall unpack the client's household effects and remove all debris the same day the effects are delivered, or by the close of the next working day; unless the client requests removal of debris at a later date.

C.18.2.4 The contractor shall place UAB in the client's residence in packed or crated condition. Strapping shall be cut and crates shall be opened when requested by the client or his/her authorized agent.

C.18.2.5 The contractor shall use a tarpaulin or other suitable floor covering to protect floors while work is in progress.

C.18.3 Obtaining Delivery Receipt.

C.18.3.1 The contractor shall be required to obtain a delivery receipt in duplicate signed by the client or his/her authorized agent upon completion of the delivery and/or the unpacking and placing of the household effects in the residence. The original of this receipt shall be retained by the contractor and the remaining copy shall be submitted with the contractor's invoice for payment.

C.18.3.2 It shall be the responsibility of the contractor to prepare a separate Inventory List, signed by the client or his/her agent, listing all articles lost or damaged and describing such loss or damage. This Inventory List shall be submitted to the COR within seven calendar days after delivery of the goods.

C.18.4 Removal of Debris and Return of Containers. The contractor shall, upon completion of delivery and unpacking services, remove all trash dunnage, and debris from all shipping vans and containers. The contractor shall promptly deliver all empty steel vans, and other special-type containers, to the carrier or its authorized local agent. Steamship containers shall be released, immediately after unloading, to the local agent of the delivering carrier. The contractor shall deliver containers owned by the Department of State to a local warehouse or depository as designated by the COR. All other vans and containers, after completion of service, shall become the property and responsibility of the contractor.

C.19 VEHICLES. The contractor shall provide all vehicles necessary for the performance of this contract. All vehicles shall be kept in safe operating condition at all times with a valid safety inspection sticker attached if required by local law. The contractor shall provide all fuel and lubricants for the vehicles.

C.19.1 Vehicle Size. The contractor shall provide the necessary vehicles of appropriate size (2.5 tons or more) for local transportation of shipments and Unaccompanied Air Baggage.

C.19.2 Condition of 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 residence to the appropriate staging area.

C.19.3 Non-availability of Vehicles. Should the contractor encounter mechanical difficulties that would otherwise 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.

C.20 COMPUTATION OF WEIGHT.

C.20.1 Gross Weight (See C.2) is calculated by adding the Net Weight (See C.2) of the contents to the weight of the shipping container and any bracing material used to secure articles in the container.

C.20.2 The contractor shall designate and the COR shall approve a scale to be used for determination of shipment weights. Subject scale must be officially certified by Department of Labo, (Weights and Measures), Government of Tamil Nadu, Chennai, India 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.

C.20.3 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.

C.20.4 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.

C.20.5 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.

PART I – THE SCHEDULE;
SECTION D - PACKAGING AND MARKING

D.1 CONTAINER SPECIFICATIONS

(a) 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. Full consideration should be given to eliminating damage to the effects 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. See Section J, Exhibit A - CONTAINER SPECIFICATIONS.

(b) 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.

(c) The contractor shall adhere to the procedures in C.4.1.

(d) The containers built to the referenced Exhibit A dimensions shall be called "modular household effects containers". All export shipments of household effects under this contract shall be made using the modular containers.

(1) The modular containers built and/or used under this contract are the sole property of the Government, and shall be handled with such care as shall permit subsequent reuse with minimum repair or refurnishing.

(2) When the Government specifies use of a used modular container in export shipment of Household Effects under this contract, the contractor shall offer in its invoice an 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.

D.2 STANDARDS FOR PACKING HOUSEHOLD EFFECTS (HHE) AND UNACCOMPANIED AIR BAGGAGE (UAB)

Household Effects and Unaccompanied Air Baggage 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.

D.3 WRAPPING AND PACKING

All articles subject to breakage, denting, scratching, marring, soiling, chafing, or damage shall be wrapped at the specified pickup site, using wrapping material to prevent such damage. This should be accomplished according to the following guidelines:

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

(b) Floors of residences shall be covered by drop cloths or canvas to protect the surface while work is in progress.

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

(d) 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.

(e) New cartons shall be used for packaging box springs, mattresses, linens, bedding and clothing.

(f) Chinaware, mattresses, box springs, clothing, kitchenware, small electrical appliances, books and similar items shall be packed and sealed at residence.

(g) Disassemble large or bulky items if this can be done without damage to the item. Nuts, bolts, screws, or other hardware shall be securely wrapped in plastic or paper, and clearly marked. This packet should be securely attached to the articles from which removed, but not in a manner that could damage the article.

(h) 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.

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

(j) Before leaving the premises, check with the client to make sure all desired packing has been completed. If packing is completed, clean up and remove all debris from the area.

D.4 PROHIBITED ACTIONS

Contractor employees shall not:

(a) Attempt to disassemble, assemble, or repair electrical appliances or mechanical items;

(b) Disconnect or connect any gas appliances;

(c) Touch lampshade coverings or other items that could suffer stains;

(d) Pack irons, kitchenware or other heavy pieces in barrels containing china, glassware or other breakable items;

(e) Place pictures or mirrors between layers of bedding or linen;

(f) Pack heavy articles on top of shoes;

(g) Wrap books, lampshades, linens or other light-colored items in newspaper, as the newsprint will rub off and stain;

(h) Pack cleaning compounds, soap, furniture polish or medicine in the same carton with groceries;

(i) Place any other items in cartons with lampshades or load any boxes beyond their capacity.

D.5 PROHIBITED ITEMS

Contractors SHALL NOT pack:

(a) Live animals, birds, or plants;

(b) Trailers, with or without other property;

(c) Boats or component parts, including outboard motors;

(d) Aircraft;

(e) Alcoholic beverages, if the shipment is to the United States;

(f) Groceries and provisions, other than those for consumption by client and immediate family;

(g) Coins, currency, valuable papers, or jewelry, as the client must retain custody of these articles; or

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

D.6 SPECIAL HANDLING INSTRUCTIONS

Certain items that are to be packed as part of Household Effects shall be afforded special handling by the packers as follows:

(a) Professional Books, Papers and Equipment. Packing shall be in the same manner as other articles, but such items shall be packed, weighed, marked, numbered and listed separately on the Inventory List. The client will identify such items and set them apart from the rest of the Household Effects.

(b) Articles of extraordinary value. Packing shall be performed only in the presence of the client or his/her agent. For official packing of U.S. Government articles of extraordinary value, specific instructions shall be provided to the contractor in each case by the COR.

(c) Art Objects and Artifacts. The packer is to note the ratio of artwork to Household Effects among the client's effects, and if the ratio appears excessive, the contractor shall notify the COR.

(d) Electronic Items. Since UAB is more likely to sustain damage en route, electronic equipment is recommended to be shipped as household effects and not as UAB with an estimated value over $500. Should the client insist that such items be included in UAB, the contractor shall advise the client of the risks of damage, advise the client that they can file a claim or obtain private insurance., The contractor will note on the COR copy of the Inventory List that such advice was given.

(e) Furniture. Large items of furniture that does not fit into standard cartons shall be protected with packing material and heavy gauge cardboard cut and fitted to the item. For fragile or heavy items, a wooden crate shall be constructed around the item. Examples of items requiring such special treatment include pianos, curio cabinets, ornamental screens, and other furnishings subject to damage.

(f) Shipping of Vehicles. For purposes of this contract, MOTORCYCLES are to be considered HHE.

(g) If specifically requested by the COR, the contractor shall also provide boxing services for vehicles. Boxing services shall include: (1) complete water cleaning of vehicle, especially under carriage, (2) removal of wheels, (3) bolting of vehicle to box container platform, and (4) enclosing vehicle in a wood box that will withstand transshipment strains.

D.7 PROTECTION AGAINST INSECTS

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

(a) Household Effects susceptible to insect damage shall be carefully inspected prior to packaging and packing. If infestation is present, the contractor shall advise both the client and the COR, and note this on the Inventory List.

(b) Items made of wool shall be wrapped and packaged and securely sealed to prevent entry of insects.

D.8 WATERPROOFING

All Household Effects and Unaccompanied Air Baggage shall be protected from water damage resulting from rain, humidity or dampness, with the following constituting minimum acceptable protective efforts:

(a) Wooden crates or lift vans shall be lined with waterproof paper.

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

D.9 LABELING OF BOXES AND CARTONS

(a) Every box shall be clearly marked with indelible marker pen or paint to assist in location and identification of the client's effects. 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.

(b) All cartons shall be sequentially numbered and the contents identified (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.

(c) All cartons shall be clearly marked on the sides and top to indicate which end should be up.

(d) All boxes containing mirrors or picture frames shall be clearly marked to indicate which side to open.

D.10 PACKING ARTICLES INTO WOODEN LIFT VANS

(a) After articles have been wrapped and packed in cartons, they shall be loaded onto the contractor's vehicle for transport to the work site specified by the COR. Under the supervision of the COR, the articles shall be packed into wooden lift vans supplied by the contractor.

(b) The contractor is responsible for accomplishing any necessary assembly of lift vans to make them ready to receive a shipment.

(c) Articles shall be packed into lift vans in such a manner as to minimize the possibility of damage from shifting of the contents within the lift van.

(1) Lighter and fragile items (such as china, artwork, glassware, etc.) shall be packed at the top of the lift van, and never underneath heavy cartons.

(2) Cartons shall not be over packed. 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 be required to repack the articles in a suitable manner without additional cost to the Government.

(d) If the workday ends before packing is completed, before the packers finish at a residence, the cartons shall be placed in a secure storage area at the work site if the COR so directs. The cartons shall be packed into lift vans on the next workday.

(e) The packed lift vans shall be securely wrapped with metal bands.

PART I – THE SCHEDULE;
SECTION E - INSPECTION AND ACCEPTANCE

E.1 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 this/these address(es):
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 links to the FAR. You may also use a network "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)

52.246-4	INSPECTION OF SERVICES FIXED-PRICE	AUG 1996
52.246-14	INSPECTION OF TRANSPORTATION	APR 1984

E.2 FACILITIES

(a) Facilities used for the performance of services under this contract must be approved by the COR. 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 other vermin, and in orderly condition at all times.

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

(1) 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.

(c) All installed fire protective systems shall be accredited by the cognizant fire insurance rating organization for insurance rate credit. Each building shall have at a minimum a fire contents rate (FCR) of not more than Rs.1.60 Indian Rupees. The basic rate for the fire insurance will be in the range of 0.75INR per 1000.00 INR, co-insured at 5% of the claim amount subject to a minimum of Rs. 10,000.00

E.3 ADDITIONAL FACILITIES

The contractor agrees to furnish the post with full information concerning any additional facilities it acquires, by lease, purchase or otherwise, to allow Government inspection and approval of such additional facilities before contractor use for performance of any service specified under this contract.

E.4. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan is designed to provide an effective surveillance method to promote effective 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 conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	**PWS Para**	**Performance Threshold**
Services. Performs all packing services set forth in the performance work statement (PWS)	C.1 thru C.19	All required services are performed and no more than one (1) customer complaint is received per month

E.4.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.4.2 STANDARD**.** The performance standard is that the Government receives no more than one (1) 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 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

E.4.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

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

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

PART I – THE SCHEDULE;
SECTION F - DELIVERIES OR PERFORMANCE

F.1 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 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 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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 PERIOD OF PERFORMANCE

F.2.1. After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start. The period of performance shall be March 1, 2014 to February 28, 2015.

F.2.2. The Government may extend this contract in accordance with the option clause in Section I, FAR 52.217-9, Option to Extend the Term of the Contract, which also specifies the total duration of this contract.

F.2.3 The Government may exercise the option set forth at Subsection I.1., "FAR 52.217-8, Option to Extend Services".

F.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

Description	Quantity	Delivery Date	Deliver To:
C.4.1.3 Survey Request	1	within 48 hours after rquest	COR
C.4.2 Inventory List	6	within 2 days after completing pack-out	Original - Contractor one - client four - COR
C.7.2 Preshipment Survey Report	2	within 24 hours after survey	client & COR
C.8 Changes in date/time of packing	2	2 hours before scheduled time/date	COR client
C.12.2 Stock Levels Records	1	throughout contract period of performance	COR
C.15 Non-Negotiable Warehouse Receipt	1	25 calendar days after pickup storage at the GOV facility	original - COR
C.17.1 Notification of Completion of Services	1	Immediately upon completion of required services	COR
C.17.1.1 Notice of Availability for Shipment	1	Completion of each assigned packing effort	COR
C.17.1.1 Request for Shipping	1	24 hrs after Notice of Availability	COR
C.17.1.1 Required Shipping Documentation	1	By Date of Embarkation	COR

C.18 Receipt of Effects and Unaccompanied Air Baggage	1	Upon discovery	COR
C.18.3.1 Delivery Receipt	1	Upon completion of delivery and/or unpacking	copy to COR
C.18.3.2 Inventory List articles lost or damaged in shipment	6	7 calendar days after delivery of goods	Original - Contractor one - client one – COR
C.20.2 Certificate of scale Accuracy updated	1	every 3 months	COR
C.20.4 Weight Certificate	1	Submission with each invoice	COR
H.1 GOV Identity Cards	No. Issued	Returned upon expiration of contract or when an employee leaves contractor service	COR
H.6 Certificate of Insurance	1	within 10 days after contract award	CO

PART I – THE SCHEDULE;
SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 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 Shipping Assistant

G.1.2 COR DUTIES
The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 SUBMISSION OF INVOICES AND PAYMENT

G.2.1 Invoices shall be submitted in an original and three (3) copies to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

AMERICAN CONSULATE GENERAL
220 ANNA SALAI
GEMINI CIRCLE
CHENNAI 600 006
ATTN: B&F SECTION

G.2.2 Payment for services will be upon presentation of an acceptable invoice. The Government will disallow expenditures for international air and on foreign flag air carriers unless the appropriate certificate or waiver is attached to invoices. The certification used in FAR clause 52.247-63, Preference for U.S.-Flag Air Carriers, satisfies the justification requirement.

G.3 RESERVED
G.4 VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government. The applicable VAT on this solicitation will be referred to as "SERVICE TAX."

PART I – THE SCHEDULE;
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

The Goverenment reserves the right to deny access to U.S. owned and U.S. operated facilities to any individual. The contractor shall provide the following details a day before the schedule packing date to facilititate RSO office issue visitor access/clearances. Additionally, the contractor can request RSO office for a comprehensive approval for their Managerial staff to facilitate easy access to the U.S. owned facility. Each of the contract staff assigned to a particular work will be given a temporary identify card valid for that day. Each of them should also bring Host Government issued Photo identity card in original to facilitate entry into the facilities. The identify card should be returned on completion of work for the day.

NAME:
Address:
Identity card in original

H.2 STANDARDS OF CONDUCT

(a) General. The contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms and Personal Equipment. The contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The contractor shall provide for each employee and supervisor, uniforms and personal equipment as detailed in Section J, Exhibit B, CONTRACTOR FURNISHED MATERIALS. The contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms.

(c) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

(d) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(e) Intoxicants and Narcotics. The contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

(g) Key Control. The contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where it is determined that the contractor or its agents have duplicated a key without permission of the COR, the contractor shall remove the individual(s) responsible from performing work under the contract. If the contractor has lost any such keys, the contractor shall immediately notify the COR. In either event, the contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

H.3 PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) Bonds. The Government imposes no bonding requirement on this contract. The contractor shall provide any official bonds required, pay any fees or costs involved or related to equipping of any employees engaged in providing services under this contract, if legally required by the local government or local practice.

(b) Employee Salary Benefits. The Government shall fund and pay only those employee benefits included in the fixed prices or hourly rates incorporated in this contract. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits that may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the contractor is responsible for payments of such costs and must include all such costs in the fixed prices or hourly rates incorporated in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or

property damage or losses suffered due to negligence of the contractor's personnel in the performance of the services required under this contract. The contractor's assumption of absolute liability is independent of any insurance policies.

(d) Workers' Compensation and Employer's Liability

EACH EMPLOYEE HIRED FOR SERVICES UNDER THIS CONTRACT SHOULD BE COVERED BY EMPLOYEES STATE INSURANCE. THE PRESENT CONTRIBUTION FIXED BY THE HOST GOVERNMENT FOR SALARIES UPTO RS.15, 000.00 IS:

EMPLOYER CONTRIBUTION: 4.75% of Gross Salary
EMPLOYEE CONTRIBUTION: 1.75% of Gross Salary

INSURANCE COVERAGE MANDATORY BY THE HOST GOVERNMENT LAW SHOULD BE TAKEN FOR OTHER EMPLOYEES

(e) Insurance. The contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the contractor's performance of this contract. The contractor shall hold harmless and indemnify the Government from any and all claims, except in the instance of gross negligence on the part of the Government.

(f) Permits. Without additional cost to the Government, the contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the offeror.

H.5 ORDERING OFFICIAL

In accordance with FAR 52.216-18 ORDERING (OCT 1995), the designated ordering individual for this contract is the Contracting Officer. If a GBL is used, the ordering official does not need to be a warranted CO per DOSAR part 647.

H.6 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

PART II;
SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): 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 links to the FAR. You may also use a network "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)

52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC 2012
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT	OCT 1997

	FORMAT	
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION TRANSLATION OF CONTRACT	FEB 2000
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
53.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-32	PERFORMANCE-BASED PAYMENTS	APR 2012
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995

52.243-1	CHANGES - FIXED-PRICE ALTERNATE I (APR 1984)	AUG 1987
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-5	FAMILIARIZATION WITH CONDITIONS	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 UNDELIVERED 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
52.247-23	Contractor Liability for Loss of and/or Damage to Household Goods.(JAN 1991)	
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT	APR 1984
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2. FAR Clauses in full text:

52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 20ft/40ft container
(2) Any order for a combination of items in excess of 20 ft/40 ft container

(3) A series of orders from the same ordering office within two days days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (such as, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed February 28, 2019

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September of each Government Fiscal 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 30 September of each Government Fiscal Year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

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.

(b) The use in this solicitation or contract of any DOSAR (CFR 48 Ch.6) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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 liability 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 $5.00 per pound (or metric equivalent in local currency) based on the total net weight."

I.3. DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES: RESERVED

(End of clause)

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*.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting 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.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during ***Monday to Saturday except*** for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

(a) The Department of State observes the following days as holidays:

AMERICAN CONSULATE GENERAL, CHENNAI, INDIA

LIST OF OFFICIAL HOLIDAYS FOR YEAR 2014

DATE	DAY	HOLIDAY	TYPE
January 1, 2014	**Wednesday**	**New Year's Day**	**American**
January 14	Tuesday	Pongal & Milad-un-Nabi	Indian

January 15	Wednesday	Thiruvalluvar Day	Indian
January 20	**Monday**	**Birthday of Martin Luther King, Jr.**	**American**
February 17	**Monday**	**Washington's Birthday**	**American**
April 14	Monday	Tamil New Year's Day & Dr. B. R. Ambedkar's Birthday	Indian
April 18	Friday	Good Friday	Indian
May 26	**Monday**	**Memorial Day**	**American**
July 4	**Friday**	**Independence Day**	**American**
July 29	Tuesday	Idu'l Fitr (Ramzan)	Indian
August 15	Friday	Independence Day	Indian
August 29	Friday	Vinayakar Chathurthi	Indian
September 1	**Monday**	**Labor Day**	**American**
October 2	Thursday	Mahatma Gandhi's Birthday & Ayutha Pooja	Indian
October 3	Friday	Vijaya Dasami	Indian
October 13	**Monday**	**Columbus Day**	**American**
October 22	Wednesday	Deepavali	Indian
November 11	**Tuesday**	**Veterans Day**	**American**
November 27	**Thursday**	**Thanksgiving Day**	**American**
December 25	**Thursday**	**Christmas Day**	**American**

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-

clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

652.242-71 NOTICE OF SHIPMENTS. (JULY 1988)

At the time of delivery of supplies to a carrier for onward transportation, the Contractor shall give notice of prepaid shipment to the consignee establishment, and to such other persons as instructed by the Contracting Officer. If the Contractor has not received such instructions by 24 hours prior to the delivery time, the Contractor shall contact the Contracting Officer and request instructions from the Contracting Officer concerning the notice of shipment to be given.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(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.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)--SERVICES (AUG 1999) (DEVIATION)].-RESERVED

I.20 PAYMENT IN LOCAL CURRENCY

All payments shall be made in Indian Rupees

I.21. RESERVED

PART III;

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

EXHIBIT A - CONTAINER SPECIFICATIONS

EXHIBIT B - CONTRACTOR FURNISHED MATERIALS

EXHIBIT C - GOVERNMENT FURNISHED MATERIALS

EXHIBIT D - REQUEST FOR SHIPMENT

EXHIBIT E - DECLARATION OF WOOD PACKAGING FORM

J.2 EXHIBIT A

CONTAINER SPECIFICATIONS

Containers to be used for export shipments of effects under this contract must be soundly constructed of 6 mm type plywood with a waterproof sheet metal cap on top, inside waterproofing should be provided with polythelene sheet of 800 ga and waterproof paper. The lift van should have two forklift moving blocks with strudy wooden base. No plywood should be used for the base. Full consideration should be given to eliminating damage to the effects 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. Caulking compound must be used when wooden container panels are assembled to insure watertight joints.

Dimentions – L 87” x W 58” x H 87”

J.3 EXHIBIT B

CONTRACTOR FURNISHED MATERIALS

The contractor shall provide all equipment, materials, supplies, transportation, and clothing required to perform the services as specified in this contract. Such items include, but are not limited to, vehicles; uniform, routine office supplies; and any equipment or administrative items required for performance under this contract. The contractor shall maintain sufficient parts and spare equipment for all contractor furnished materials to ensure uninterrupted provision of services as required by the contract.

Corrugated cartons 7 ply various sizes
Corrugated cartons 9 ply size - **36" x 25" x 20**
400/800 guage Polyethene sheets
Gunny cloth
Jute twine
Adhesive tape
Waterproof paper
Waterproof sheet metal cap
Crates for fragile items
Bubble wrap
Brown Paper
Tissue paper
Kraft Paper
6mm constuction type plywood and wooden blocks for Lift vans
Moth balls
Dry sillicagel (in cotton bags)

J.4 EXHIBIT C - GOVERNMENT FURNISHED MATERIALS-RESERVED

J.5 EXHIBIT D – REQUEST FOR SHIPMENT:

DS-2076, Purchase Order, Receiving Report or Voucher. –Please see below for format

U.S. Department of State

PURCHASE ORDER, RECEIVING REPORT AND VOUCHER

	Purchase Order Number	Date *(mm-dd-yyyy)*
Purchaser: The United States Government, DR. - This Document Prepared At	DS-2092	D.O. VOU. Number
Vendor:	Contract Number	BU. VOU. Number
	Date *(mm-dd-yyyy)*	Paid By
Order is Hereby Placed with the Above-Named Vendor for the Articles Described Below, to be Furnished to	Account	

ITEM NUMBER	ARTICLES OR SERVICES	QTY	UNIT PRICE COST	UNIT PRICE PER	AMOUNT

Signature of Ordering Officer	Title	Total Amount
I certify that the ordered items listed were received. On _____ Date *(mm-dd-yyyy)* Except as Follows	Availability of Funds	
Signature of Receiving Officer Title	PAYMENT Complete ☐ Partial ☐ Final ☐	Amount Billed, as Per Attached Bill(s)... Differences Amount Verified Correct For...
Approved For	Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.	
Exchange Rate To $1.00	Date *(mm-dd-yyyy)* Authorized Certifying Officer Title	
Accounting Classification		

Check Number _____ Dated *(mm-dd-yyyy)* _____ For _____ On Treasurer Of U.S.

Check Number _____ Dated *(mm-dd-yyyy)* _____ For _____ On _____

Cash _____ On *(mm-dd-yyyy)* _____

Payee *(Title and signature)*

J.6 EXHIBIT E

DECLARATION OF WOOD PACKAGING

TO WHOM IT MAY CONCERN

DECLARATION OF WOOD PACKAGING

RE: _____

_____

We confirm that the packaging in this consignment meets the phytosanitary entry requirements and has been constructed with:

☐ Heat-Treated / Kiln Dried Wood

☐ Manufactured Wood such as Plywood, Particleboard.

☐ Corrugated Cardboard.

☐ Fumigated Wood using the following fumigant _____.

Signed: _____

Name: _____

Date: _____

PART IV; REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $150,000, for each failure.

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any

other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d)through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (3l USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____
___ TIN has been applied for.
___ TIN is not required because:
__ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
__ Offeror is an agency or instrumentality of a foreign government;
__ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.
__ Sole Proprietorship;
__ Partnership:
__ Corporate Entity (not tax exempt);
__ Corporate Entity (tax exempt);
__ Government entity (Federal, State, or local);
__ Foreign government;
__ International organization per 26 CFR 1.6049-4;
__ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
___ Name and TIN of common parent;
Name _____

TIN _____

K.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K.5 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is484110, 484210, 484220, 488991, and 484121.

(2) The small business size standard is $25.5 million dollars.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,494, the provision with its Alternate II applies.

(D) If the acquisition value is $77,494 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

__ (i) 52.219-22, Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted

electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or

judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples*.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 52.215-6 PLACE OF PERFORMANCE. (OCT 97)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____

K.8. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:
Address:
Telephone Number:

K.9. 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

[Proposal Note: If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dllhwc/lscarrier.htm.]

K.10. 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of India
☐ X Workers' compensation laws exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

K.11. **52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011)**

(a) *Definition*. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874 .

(c) *Representation*. By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

PART IV;

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

L.1.1 General. This solicitation is for the performance of the services described in Section C - PERFORMANCE WORK STATEMENT, and the Exhibits attached to this solicitation.

L.1.2. Summary of instructions. Each offer must consist of the following:

L.1.2.1. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Sections B and K have been filled out.

L.1.2.2. Information demonstrating the offeror'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 operates an established business with a permanent address and telephone listing;

(3) List of clients over the past three 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 India 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. If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) The offeror's strategic plan for packing 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.

L.1.2.3. The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.1.3 PROPRIETARY DATA

Proprietary data shall be specifically identified by page(s), paragraph(s) and sentence(s), and shall not be generalized.

L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

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 of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.237-1	SITE VISIT	APR 1984

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT.

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters.

As prescribed at 9.104-7(c), insert the following clause:

Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price indefinite-delivery, indefinite-quantity contract resulting from this solicitation, under which will be placed firm, fixed-price task orders.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Management Office, U.S. Consulate General, Chennai

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party that includes:

Income (profit-loss) Statement that shows profitability for the past three years

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

L.5 SITE VISIT

In accordance with FAR provision 52.237-1, Site Visit, the post will arrange for site visits on (specify date(s)). Offerors should contact (name and telephone/telex number(s)) to make appropriate arrangements.

L.6 PRE-PROPOSAL CONFERENCE

L.6.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on January 17, 2014 at 11.00 a.m. at the U.S. Consulate General, 220 Anna Salai, Chennai 600 006. Offerors interested in attendance should contact the following individual:

Fyaz Hussain, Cell #9841028490: email: fyazhx@state.gov

L.6.2. Offerors are urged to submit written questions at least three days prior to the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

L.6.3. Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

L.6.4. No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

L.6.5. Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

L.7 652.206-70 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, ***Ms. Marilyn J. Holleran, at 044-28574000.*** 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.

(End of Clause)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Evaluation of Proposals.

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. The Government will make an initial review of proposals to determine compliance with these instructions. The Government may determine an offeror to be unacceptable an exclude it from further consideration for failure to comply with Section L.

M.1.2 Basis for Award.

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

(a) Price will be evaluated as provided elsewhere in this section.

(b) Technical acceptability will include a review of past performance and experience as defined in Section L.1.1, and any technical information provided by the offeror with its proposal. In addition the Government may request an appointment to look at the offeror's facilities, including equipment.

(c) 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.

The Government reserves the right to reject proposals that are unreasonably low or high in price. The Government will notify unsuccessful offerors in accordance with FAR 15.5.

M.1.3 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or 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.

M.2 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).

M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B - SERVICES AND PRICES, of this solicitation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.5 AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.306(a)(3).

M.6 FAR 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.