

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NO. A001		3. EFFECTIVE DATE 10/01/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
Embassy of the United States of America Colombia 4300 (C1425GMN) Ciudad Autonoma de Buenos Aires Argentina					
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)			9a. AMENDMENT OF SOLICITATION NO. S-AR200-11-Q-0624		
			9b. DATED (SEE ITEM 11) 05/23/2011		
			10a. MODIFICATION OF CONTRACT/ORDER NO.		
			10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Section I – The Schedule Indefinite Delivery / Indefinite Quantity Contract Shipping / Packing Services is amended to incorporate pricing terms as follows.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER		
			Pedro Cruz		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

Delete “Section 1 – The Schedule and replace with the following:

**Continuation to SF1449
RFQ S-AR200-11-Q-0624
SECTION 1 - THE SCHEDULE
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SHIPPING/PACKING SERVICES**

1. PERFORMANCE WORK STATEMENT

For each year of the contract, the U.S. Government guarantees a minimum order of 1,100 Kg/2425 pounds. The maximum amount of shipping/packing services each year of this contract will not exceed 610,000 KG/1,332,729.20 pounds.

Individual purchases shall be documented with Contract Task Orders.

PERIOD OF PERFORMANCE

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.

1. PRICING.

The firm –fixed rates below shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The prices include all expenses and materials required to complete the work. Prices may be expressed and payable in local currency (Argentine Pesos) or expressed in US Dollars. If prices are expressed in U.S. Dollars, payment will be made in local currency (Argentine Pesos) at the exchange rate in effect the day an invoice is processed for payment by the United States Disbursing Office (USDO). Price shall include VAT/IVA Tax.

BASE PERIOD PRICES

<u>Service</u>	Unit of measure	Rate per unit	Estimated qty	Total estimated Amount (*)
a) Packing services				
(1) HHE and general effects(**)	Kilos (net)		263.997	
(2) UAB and general effects	Kilos (gross)		3.727	
b) Delivery of incoming				

shipments				
(1)HHE and general effects (i) w/unpacking services	Kilos		227.694	
(ii) w/o unpacking services	Kilos		82.282	
(2)UAB and general effects (i) w/unpacking services	Kilos(**)		8.272	
(ii) w/o unpacking services	Kilos(**)		19.279	
c) Storage services				
Monthly storage of effects	Cubic meter		50	
d) Freight handling				
(1) Moves between locations in Buenos Aires and suburbs	Cubic meter		400	
(2) Incoming vehicles with boxing	Vehicle		48	
(3)Outgoing vehicles with boxing	Vehicle		37	

TOTAL

*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

**The cost of SWPM treatment is included in the unit price of this line item

FIRST OPTION YEAR PRICES

<u>Service</u>	<u>Unit of measure</u>	<u>Rate per unit</u>	<u>Estimated qty</u>	<u>Total estimated Amount (*)</u>
a) Packing services				
(1) HHE and general effects(**)	Kilos (net)		263.997	
(2) UAB and general effects	Kilos (gross)		3.727	
b) Delivery of incoming shipments				
(1)HHE and general effects (i) w/unpacking services	Kilos		227.694	
(ii) w/o unpacking services	Kilos		82.282	

(2)UAB and general effects (i) w/unpacking services	Kilos(**)		8.272	
(ii) w/o unpacking services	Kilos(**)		19.279	
c) Storage services				
Monthly storage of effects	Cubic meter		50	
d) Freight handling				
(1) Moves between locations in Buenos Aires and suburbs	Cubic meter		400	
(2) Incoming vehicles with boxing	Vehicle		48	
(3)Outgoing vehicles with boxing	Vehicle		37	

TOTAL _____

*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

**The cost of SWPM treatment is included in the unit price of this line item

SECOND OPTION YEAR PRICES

<u>Service</u>	<u>Unit of measure</u>	<u>Rate per unit</u>	<u>Estimated qty</u>	<u>Total estimated Amount (*)</u>
a) Packing services				
(1) HHE and general effects(**)	Kilos (net)		263.997	
(2) UAB and general effects	Kilos (gross)		3.727	
b) Delivery of incoming shipments				
(1)HHE and general effects (i) w/unpacking services	Kilos		227.694	
(ii) w/o unpacking services	Kilos		82.282	
(2)UAB and general effects (i) w/unpacking services	Kilos(**)		8.272	
(ii) w/o unpacking services	Kilos(**)		19.279	

c) Storage services				
Monthly storage of effects	Cubic meter		50	
d) Freight handling				
(1) Moves between locations in Buenos Aires and suburbs	Cubic meter		400	
(2) Incoming vehicles with boxing	Vehicle		48	
(3)Outgoing vehicles with boxing	Vehicle		37	

TOTAL

*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

**The cost of SWPM treatment is included in the unit price of this line item

THIRD OPTION YEAR PRICES

<u>Service</u>	<u>Unit of measure</u>	<u>Rate per unit</u>	<u>Estimated qty</u>	<u>Total estimated Amount (*)</u>
a) Packing services				
(1) HHE and general effects(**)	Kilos (net)		263.997	
(2) UAB and general effects	Kilos (gross)		3.727	
b) Delivery of incoming shipments				
(1)HHE and general effects (i) w/unpacking services	Kilos		227.694	
(ii) w/o unpacking services	Kilos		82.282	
(2)UAB and general effects (i) w/unpacking services	Kilos(**)		8.272	
(ii) w/o unpacking services	Kilos(**)		19.279	
c) Storage services				
Monthly storage of effects	Cubic meter		50	
d) Freight handling				

(1) Moves between locations in Buenos Aires and suburbs	Cubic meter		400	
(2) Incoming vehicles with boxing	Vehicle		48	
(3) Outgoing vehicles with boxing	Vehicle		37	

TOTAL _____

*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

**The cost of SWPM treatment is included in the unit price of this line item

FOURTH OPTION YEAR PRICES

<u>Service</u>	<u>Unit of measure</u>	<u>Rate per unit</u>	<u>Estimated qty</u>	<u>Total estimated Amount (*)</u>
a) Packing services				
(1) HHE and general effects(**)	Kilos (net)		263.997	
(2) UAB and general effects	Kilos (gross)		3.727	
b) Delivery of incoming shipments				
(1) HHE and general effects (i) w/unpacking services	Kilos		227.694	
(ii) w/o unpacking services	Kilos		82.282	
(2) UAB and general effects (i) w/unpacking services	Kilos(**)		8.272	
(ii) w/o unpacking services	Kilos(**)		19.279	
c) Storage services				
Monthly storage of effects	Cubic meter		50	
d) Freight handling				

(1) Moves between locations in Buenos Aires and suburbs	Cubic meter		400	
(2) Incoming vehicles with boxing	Vehicle		48	
(3) Outgoing vehicles with boxing	Vehicle		37	

TOTAL _____

GRAND TOTAL OF BASE PLUS ALL OPTION YEARS _____

*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

**The cost of SWPM treatment is included in the unit price of this line item

The Government will not consider any claim for any additional compensation 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 this contract or authorized by the Government in writing in advance.

2. ORDERS.

All requests for shipments or performance of individual jobs under this contract shall be issued via an order placed by the Contracting Officer. This task order will contain the following information:

- (a) Name of contractor
- (b) Contract number
- (c) Date of purchase
- (d) Purchase number
- (e) Name of person placing order
- (f) Itemized list of shipment and services furnished
- (g) Quantity, unit price, and total price of each item or service, less applicable discounts

Orders may be placed orally initially, but must be followed up in writing within 48 hours via issuance of a task order. Only a Contracting Officer may place an order, either orally or in writing.

If more than one contractor has received an award for these services, the following procedures shall govern the issuance of individual orders. No work shall be performed without an order being issued to the contractor by the Contracting Officer.

(1) As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$3,000, the Government will follow the procedures in paragraph (2) below. If the estimate exceeds US\$3,000, the Government will follow the procedures in paragraph (3) below.

(2) Orders not exceeding US\$3,000 - The Government will select a contractor for issuance of the order. This decision will be based on the Government's best interests, which may include factors such as estimated price and past performance record.

(3) Orders exceeding US\$3,000 - Unless one of the exceptions in paragraph (5) below applies, the Government will follow one of the following two scenarios:

(a) The Government will request each contractor to perform, AT NO COST TO THE GOVERNMENT, a pre-shipment survey after which the contractor will present an estimate to the Government. Whether or not the contractor is selected for an individual order, the Government shall not be liable for any claim from the Contractor for the costs of performing the pre-shipment survey. Selection will be based on a combination of estimated price and past performance information; or

(b) If the Contracting Officer can establish which Contractor's prices will result in the lowest price for the individual order without requesting a pre-shipment survey, the Government will make its award selection based upon the prices set forth in the contract and past performance information gained as a result of contractor performance under this contract.

(4) Regardless of whether the procedures in paragraph (2) or (3) above were followed, selection of contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. However, the Department of State does have an Acquisition Ombudsman who will review complaints by contractors to ensure that all contractors are afforded a fair opportunity to be considered for these task orders, pursuant to the procedures for award of task orders established herein.

(5) Exceptions to the procedures in paragraph (3) above:

(a) The agency need for the required services is of such urgency that providing such competitive opportunity would result in unacceptable delays;

(b) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(c) It is necessary to place an order to satisfy a minimum guarantee.

3. DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
Written Estimate	1	Upon COR Request	COR
Inventory List	6	Each assigned packing effort	Original - Contractor one - client four – COR
Preshipment Survey	1	Before each assigned packing effort of Household effects	client & COR
Changes in date/time of packing	2	2 hours before scheduled time/date	COR client
Stock Levels Records	1	throughout period of performance	COR
Non-Negotiable Warehouse Receipt	1	25 calendar days after pickup storage at the GOV facility	original - COR
Notification of Completion of Services	1	Immediately upon completion of required services	COR
Notice of Availability for Shipment	1	Completion of each assigned packing effort	COR
Request for Shipping	1	24 hrs after Notice of Availability	COR
Required Shipping Documentation	1	By Date of Embarkation	COR
Receipt of Effects and Unaccompanied Air Baggage	1	Upon discovery	COR
Delivery Receipt	1	Upon completion of	copy to COR

		delivery and/or unpacking	
Inventory List articles lost or damaged in shipment	3	7 calendar days after delivery of goods	Original - Contractor one - client one – COR
Weight Certificate	1	Submission with each invoice	COR
GOV Identity Cards	No. Issued	Returned upon expiration of contract or when an employee leaves contractor service	COR

6. *INVOICES AND PAYMENT.*

(a) Individual invoices shall be submitted for each order, accompanied by the task order and request for shipment and delivery request. 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):

Embassy of the United States of America
Financial Management Office
Vouchering Unit
Colombia 4300
C1425GCM – C.A.B.A.
Argentina

(b) An acceptable invoice containing expenditures for international air and sea shipments on foreign flag air carriers or vessels shall include the appropriate certificate or waiver for a US carrier. The Government will disallow expenditures for international air on foreign flag air carriers unless the appropriate certificate or waiver is attached to invoices. The certification used in clause 52.247-63, Preference for U.S.-Flag Air Carriers, satisfies the justification requirement.

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

7. *GOVERNMENT APPROVAL AND ACCEPTANCE OF CONTRACTOR EMPLOYEES.*

The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required are a police check

covering criminal and/or subversive activities, a check of personal residence, and a credit investigation. The Contractor shall provide all such investigations in summary form to the COR for review and approval or disapproval. THE CONTRACTOR SHALL NOT USE ANY EMPLOYEES UNDER THIS CONTRACT WITHOUT GOVERNMENT APPROVAL.

8. KEY PERSONNEL.

The Contractor shall assign to this contract the following key personnel.

<u>Position/Function</u>	<u>Name</u>
Project Manager	*

The Project Manager shall be fluent in the English language. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

9. 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 under this contract.

10. 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 shall carry during the entire period of performance the following minimum insurance:

Comprehensive General Liability

Bodily injury \$ 300,000 per occurrence

Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease Statutory, as required by host country law

Employer's Liability _____

11. BONDING OF EMPLOYEES

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.

12. PERMITS

At no cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. 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.

ALL OTHER TERMS AND CONDITIONS OF RFQ S-AR200-11-Q-0624 REMAIN UNCHANGED

