

QUESTIONS AND ANSWERS DOCUMENT

Solicitation No. SBL400-14-Q-0006
Packing and Shipping Services

All references are from the Solicitation Amendment 002 to the RFQ document in the internet site.

1. The moving companies prepare supplies, materials and qualified personnel according to expectations of weights in the solicitation documents for HHE and UAB. If the Embassy fails to meet this expectation, which is the Embassy liability with the contractor?

Please refer to FAR clauses provided in full text.

FAR 52.216-18 ORDERING (OCT 1995); and FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

2. Considering the economic situation of Bolivia, why does the Embassy request us to provide rates projected to four or five years?

The rationale to use option years was determined to be in the best interest of the U.S. Government, in accordance with **FAR 17.202 17.202 Use of options**.

It was determined that four (4) option years are required and appropriate because competition is impracticable each year once the initial contract is awarded and "notice to proceed" is issued. These options are justified in recognition of the Government's need for continuity of operations, the potential cost of the disrupted support, and it is anticipated that the service will be needed beyond the first contract period.

3. When financing freight charges and other collateral costs in a move, can we apply an interest rate for this funding?

As per FAR Section 32.003 Simplified acquisition procedures financing; Contract financing shall not be provided for purchases made under the authority of Part 13 SIMPLIFIED ACQUISITION PROCEDURES.

4. Given that some companies did not receive the invitation until the past week, is there a possibility to postpone the presentation of proposals?

Please refer to Amendment 001 to the Solicitation issued on September 19, 2014. The closing due date has been changed to Thursday, November 20, 2014 at 12:00 noon local time.

5. Due to the economic situation and elections, there is uncertainty regarding the possibility to provide prices for five years. Can the contract be reduced to three years? There was a suggestion to consider unexpected events as other companies' policies and regulations that may emerge in the following years.

Prices for base year and option years should be forecasted based on the proposing companies' best estimate and are not required to be the same price for every year.

Also please refer to answer on question No. 2.

6. Can the contract include exclusions? (to be included as amendment) Such as:
- Exchange rate and payments to sub contracted companies
 - Sea freight companies may impose different contributions to pay for arriving and departing shipments
 - Hydrocarbons increase
 - Unstable Political situation (to be evaluated after the President Elections)

No, the contract does not consider any of the mentioned exclusions.

7. Will there be an inspection of warehouse facilities as part of the evaluation?

Please refer to Solicitation Amendment 002; Section 4 – Evaluation Factors (b) Technical Acceptability.

8. Are we keeping the issuance of Government Bill of Landings (GBLs)?

Please see Solicitation Amendment 002 ATTACHMENT 1 “PERFORMANCE WORK STATEMENT” point No.6 FREIGHT HANDLING; Paragraph 4.

9. Will the contract include Sea Freight charges and Air Freight charges, as part of reimbursements? Or how will these services be included?

Please refer to Solicitation Amendment 002.

10. Are we still keeping the IVA 0 invoices (Reimbursements to sub-contractors?)

Please refer to Solicitation Amendment 002.

11. Is this contract still keeping the minimum weight charges?

Please refer to Solicitation Amendment 002; ADDENDUM TO CONTRACT CLAUSES 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 2 cwt, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

12. Will the charges for demurrages of containers be included in the exclusions? How will these charges be handled?

Please refer to Solicitation Amendment 002. 3. Pricing Section

13. Will the additional charges be kept as Debit Note? How will these charges be paid?

Please refer to Solicitation Amendment 002. 3. Pricing Section

14. Does the packing list need to be prepared in English at the same time of packing at the Embassy member’s house?

Please refer to Amendment 002 to the Solicitation; 16.NOTIFICATION OF COMPLETION OF SERVICES; (e) a 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 total shipment, must be written in both English and Spanish Version.

15. Are UAB and HHE insured? If so, why should the contractor be liable for damages or losses?

The UAB and HHE are not insured by the USG. The contractor may elect to have insurance coverage for these events. However the Contractor is liable for any loss or damage to the UAB & HHE as per the clause below referenced in the RFQ under ADDENDUM TO CONTRACT CLAUSES:

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

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

16. According to the 10th of September meeting, will costs for shipping expenses be excluded from the pricing table?

Please refer to Solicitation Amendment 002. 3. Pricing Section

17. How will the contractor work in the case of some airlines or shipping vessels that don't accept GBLs? Will the procedure be the same as before? Will the Embassy pays once the receipt notes are presented?

Please refer to answer in question No. 8

18. Should the contractor consider in the pricing section the unloading and boxing services for vehicles, or it will be requested on a case by case basis and invoiced separately outside the contract prices?

Please see Solicitation Amendment 002; Pricing section (6) Vehicles prices NOTE: 3

19. Is the US GOVERNMENT BILL OF LADING still applicable to pay freight charges?

Please refer to answer on question No. 8