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**SECTION 1 - THE SCHEDULE
BLANKET PURCHASE AGREEMENT
(BPA) No. [TBD]**

**ESTABLISHED BETWEEN US CONSULATE GENERAL GUAYAQUIL
AND
THE BPA HOLDER:
*[firm name and address]***

1. General. Your firm is asked to agree to this Blanket Purchase Agreement (BPA) with the American Consulate General Guayaquil. This BPA, hereafter referred to as “Agreement” will establish the terms and conditions applicable to potential future purchases of packing, loading, unloading, unpacking, installation, palletizing, delivery, transportation, customs clearance, 30 days storage, and other related services. Our objective in establishing this Agreement is to reduce the Government's administrative costs and to eliminate unnecessary duplication of paperwork that can result when repetitive purchases of items are made from the same vendor.

If you accept our invitation, this Agreement will become effective upon acceptance by you and will remain in effect until BPA expires on November 3, 2019.

2. Scope of Work. If and when requested by the Contracting Officer or by persons named as authorized ordering officials in this Agreement, the Agreement-holder [*insert name of firm*] agrees to furnish shipping/packing supplies and other related services under the conditions specified in this Agreement and its Addenda.

3. Issuance of Orders. Any purchase made under this Agreement will be based on written quotations submitted. Orders may be placed: a) in writing on the Optional Form 1449 or b) electronically. When orders are placed, the employee placing the order will identify himself/herself to you and provide you with the following information:

- Specific description of the services being purchased;
- The unit price(s) and total estimated price;
- The time and place of delivery; and
- AGREEMENT Number

4. Terms and Conditions. The following terms and conditions apply to this Agreement:

The Government is not obligated to purchase any definite amount under this Agreement.

- The amount of any one order shall not exceed \$10,000.

- The total amount ordered under this Agreement shall not exceed \$150,000 over the life of this blanket purchase agreement.
- The prices to the Government shall be as low or lower than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment. In no event, shall the prices exceed those set forth in this Agreement.
- All work performed as a result of any order(s) issued under this Agreement shall be performed in accordance with Attachments 1 through 5 to this Agreement.

5. Authorized Ordering Officers. The following Consulate employees are authorized to place orders under this Agreement:

<u>Name of Ordering Officer</u>	<u>Title</u>	<u>Maximum Limitation per Order</u>
Lilia Banchón	GSO Management Assistant	US\$ 10,000.00
Edie Alcívar	Procurement Agent	US\$ 10,000.00
(vacant)	Procurement Assistant	US\$ 10,000.00
Denisse Salazar	Property Database Clerk	US\$ 10,000.00
Enrique Carrera	GSO Assistant/Property Supervisor	US\$ 10,000.00
John Thompson	GSO	US\$10,000.00
Jesse Connelly	Facility Manager	US\$10,000.00

6. Quotations and Order Issuance.

A. When the Consulate requests a quotation for international services only, the BPA holder shall perform a pre-pack out survey to develop the estimate. The BPA holder shall not charge for the pre-pack out survey.

B. If more than one vendor has received an Agreement for these services, the following procedures shall govern regarding issuance of individual orders. The BPA holder shall not perform any work without an order being issued to the BPA holder by an authorized ordering official.

(1) As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$10,000, the Government will follow the procedures in paragraph (2) below. If the estimate exceeds US\$10,000, the Government will follow the procedures in paragraph (3) below.

(2) Orders not exceeding US\$10,000 - The Government will select a BPA holder 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\$10,000 - Unless one of the exceptions in paragraph (4) below applies, the Government will follow one of the following two scenarios:

- (a) The Government will request each BPA holder to perform, AT NO COST TO THE GOVERNMENT, a pre-pack out survey for international services after which the BPA holder will present an estimate to the Government. Whether or not the BPA holder is selected for an individual order, the Government shall not be liable for any claim from the BPA holder for the costs of performing the pre-pack out survey. Selection will be based on a combination of estimated price and past performance information; or
- (b) If the Contracting Officer can establish which BPA holder's prices will result in the lowest price for the individual order without requesting a pre-pack out survey, the Government will make its award selection based upon the prices set forth in the BPA and past performance information gained as a result of BPA holder performance under this Agreement.

(4) Regardless of whether the procedures in paragraph (2) or (3) above were followed, selection of BPA holders 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 Agreement. However, the Department of State does have an Acquisition Ombudsman who will review complaints by BPA holders to ensure that all BPA holders are afforded a fair opportunity to be considered for these BPA calls, pursuant to the procedures for award of BPA calls established herein.

(5) Exceptions to the procedures in paragraph (4) 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 agreement, provided that all awardees were given a fair opportunity to be considered for the original order.

7. Delivery Tickets. For all shipments/local/national moves/deliveries, the BPA holder shall enclose a delivery ticket that shall contain the following minimum information:

- (i). Name of Supplier
- (ii). Agreement number
- (iii). Date of purchase

- (iv). Purchase Number
- (v). Itemized list of services furnished
- (vi). Quantity, unit price, and extension of each item, less applicable discounts
- (vii). Name of the authorized employee who placed the order

8. Invoices and Payment

A. The Government will make payments for each order issued under this Agreement in accordance with the payment terms provided herein, upon submission by the BPA holder, of a proper invoice and a copy of the appropriate delivery tickets. The Government will disallow expenditures for international shipments on foreign flag 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.

B. Invoices shall be submitted in the original with one (1) copy to the Contracting Officer's Representative (COR) at the following address:

Embajada Americana
RUC # 1791845986001
BPA call # (placed at the time services are required)
Calle Santa Ana y Av. José Rodríguez Bonín
Sector San Eduardo
Teléfono: 371-7000
Guayaquil, Ecuador

C. The BPA holder shall submit individual invoices for each order, accompanied by a copy of the appropriate delivery ticket(s).

D. Please indicate the remittance or check mailing address in the space provided below if different from the address to which this Agreement was addressed.

9. Law and Regulation. The use of this Agreement does not authorize purchases that are not otherwise authorized by law or regulation.

10. List of Attachments. The following attachments are part of this Agreement. If an authorized ordering official issues an order under this Agreement and the BPA holder accepts that order, then the order shall be performed in compliance with Attachments 1 through 5, and for purposes of performance of the services required under the order, the BPA holder shall be a Contractor and each accepted order shall be a contract.

Section 1: The Schedule

- Attachment 1: Terms and Conditions
- Attachment 2: Scope of Work
- Attachment 3: Packing Specifications
- Attachment 4: Government Furnished Property
- Attachment 5: Container Specifications

Section 2: Clauses

11. Signatures. You are requested to acknowledge acceptance of this Agreement, including its terms, conditions, and clauses, by signing and returning a copy to the American Consulate General located at Calle Santa Ana y Av. José Rodríguez Bonin, Sector San Eduardo, Guayaquil.

Sincerely,

John Thompson
Contracting Officer

ACCEPTED BY:

(Name)

(Title)

(Date)

**ATTACHMENT 1
TERMS AND CONDITIONS**

1. PRICING

The 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.

1.A. VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. The amount of VAT to be charged is 12%. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

2. BASE PERIOD PRICES

2.A. COMBINED SERVICES

Combined services include warehouses and residences/offices building services, such as packing, loading/unloading, unpacking/installation, delivery, and removal of debris. Prices should also include transportation charges and 30 days storage. Combined services should be a consolidation of services into one rate, for non-international and international move services, which are detailed in the price section below.

If cubic meters and/or weight packed/unpacked differ by greater or lower 10% in the list of items submitted, a modification will be issued upon acceptance of delivery receipt.

NON-INTERNATIONAL SERVICES OR LOCAL/NATIONAL MOVES

<u>Description</u>	<u>Unit of Measure</u>	<u>Rate per Unit</u>
i. Packing, transportation, delivery, unpacking, and installation between warehouse Guayaquil to Quito: residence/Office building/Warehouse (metropolitan area)	m ³	_____

ii. Packing, transportation, delivery, unpacking, and installation between warehouse Guayaquil to Quito residence (Cumbaya valley)	m ³	_____
iii. Packing, transportation, delivery, unpacking, and installation between warehouse Guayaquil to Guayaquil residence/Office building (via a la Costa)	m ³	_____
iv. Apartment surcharge*	%	_____

*Apartment surcharge: If special services are required in an apartment building to include moving items over two flights without elevator or moving items through windows, this item will be included on the BPA call as an additional fee to accommodate additional resources. No apartment surcharge will be authorized if the apartment is on the ground or first floor OR if the building management permits the use of the elevator.

INTERNATIONAL SERVICES OR SHIPMENTS

<u>Description</u>	<u>Unit of Measure</u>	<u>Rate per Unit</u>
i. Packing services including export packing and new heat treated lift vans:		
1) Packing of HHE	lb.	_____
2) Packing of UAB	lb.	_____
3) Packing of general cargo	lb.	_____
4) Packing of POV	20' cntr.	_____
	40' cntr.	_____
ii. Unpacking services including cargo unloading, installation and removal of debris		
1) Unpacking of HHE	lb.	_____
2) Unpacking of UAB	lb.	_____
3) Unpacking of general cargo	lb.	_____
4) Unpacking of POV/OFV	20' cntr.	_____
	40' cntr.	_____
iii. After hours surcharge **	%	_____

iv. Apartment surcharge * % _____

*Apartment surcharge: If special services are required in an apartment building to include moving items over two flights without elevator or moving items through windows, this item will be included on the BPA call as an additional fee to accommodate additional resources. No apartment surcharge will be authorized if the apartment is on the ground or first floor OR if the building management permits the use of the elevator

**After hour surcharge: If services are required after working hours and/or on a weekend, this item will be approved by the COR as an additional fee to accommodate additional resources.

2.B. STANDARD SERVICES

Standard services can be a combination of all the points. A BPA call could include one or all of these services.

If cubic meters and/or weight packed/unpacked differ by greater or lower 10% in the list of items submitted, a modification will be issued upon acceptance of delivery receipt.

NON-INTERNATIONAL SERVICES OR LOCAL/NATIONAL MOVES

Non-international services include items that may be transported only within the country of Ecuador. All packing and crating should comply with local standards for national delivery and as detailed in Attachment 2.

	Unit of Measure	Rate per Unit
a) Warehouse services		
1) Unpacking/palletizing	m ³	_____
2) Packing for delivery	m ³	_____
b) Residence/Office services		
1) Unpacking/installation	m ³	_____
2) Packing for delivery	m ³	_____
Transportation between:		
c) Warehouse Guayaquil and		
1) Residence/Office Guayaquil (via a la Costa)	m ³	_____

2) Residence/Office/Warehouse Quito (metropolitan area)	m ³	_____
3) Residence/Office Quito (Cumbaya valley)	m ³	_____
d) Other transportation		
1) Quito (local moves Metropolitan area)	m ³	_____
2) Guayaquil (local moves Metropolitan area)	m ³	_____
e) Temporary Storage services (up to 30 days)	m ³	_____
f) Handling fee in and out of storage facilities	m ³	_____

INTERNATIONAL SERVICES OR SHIPMENTS

International services include items that may be transported outside the country of Ecuador or received from an international origin. All packing and crating should comply with international standards and as detailed in Attachment 2.

	Unit of Measure	Rate per Unit
a) Temporary Storage services (up to 30 days)	m ³	_____
b) Customs clearance		
1) Inbound and Outbound: Air shipments	ea	_____
2) Inbound and Outbound: Surface shipments	ea	_____
c) Other transportation		
1) Guayaquil (incoming shipments)	lb.	_____
d) Delivery of POV/OFV on required premises	vehicle	_____

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.

No minimum charges will be applied to services rates.

3. DELIVERY SCHEDULE

The following items shall be delivered under this Agreement:

<u>Description</u>	<u>QTY</u>	<u>Delivery Date</u>	<u>Deliver To</u>
Written Estimate Quote(if required)	1	upon COR request	COR
Acceptance of order	1	Two (2) days before service is requested to be completed	COR
Driver and truck information	1	One (1) day before service is requested to be completed	COR
Inventory List and Order (English and Spanish when required)	3	each assigned packing effort, maximum two (2) days of completion of pack-out	COR - original BPA holder - copy Client - copy
Pre-pack out Survey	1	One (1) day after survey is completed	COR
Changes in date and time for all moving services	2	Two (2) business day before delivery time/date	COR
Notification of Completion of Services	1	One (1) day after services required completed	COR
Certificate of weight packed out	1	Three (3) days upon completion of each assigned packing effort	COR
Required Shipping Documentation	2	Two (2) days after the date of Embarkation	COR – Original and copy
Delivery Receipt	3	Upon completion of delivery and/or unpacking	COR – Original Contractor – 2 copies
Storage receipt	2	Two (2) calendar days of the pick-up of storage	COR – original BPA holder - copy
Inventory List of Articles Lost or Damaged in Shipment	2	Upon Completion of delivery and/or unpacking	Contractor – original COR - copy
Invoice	2	1 week after completion of services	COR – Original and copy

4. GOVERNMENT APPROVAL AND ACCEPTANCE OF BPA HOLDER EMPLOYEES

The BPA holder shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the BPA holder. A police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation are also required. The BPA holder shall provide all such investigations in summary form to the COR for review and approval or disapproval. THE BPA HOLDER

SHALL NOT USE ANY EMPLOYEES UNDER THIS AGREEMENT WITHOUT GOVERNMENT APPROVAL.

5. KEY PERSONNEL

The BPA holder shall assign to this contract the following key person to the identified position/function:

<u>Position/Function</u>	<u>Name</u>
Project Manager	
Project Manager Back-up	

During the first 90 days of performance, the BPA-holder shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

6. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The BPA holder 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 BPA holder's personnel in the performance of the services required under this Agreement.

7. INSURANCE

The BPA holder, at its own expense, shall provide and maintain during the entire period of performance of this Agreement, whatever insurance is legally necessary. The BPA holder shall procure and maintain during the entire period of performance under this BPA the following minimum insurance:

COMPREHENSIVE GENERAL LIABILITY

Bodily injury US\$10,000.00 per occurrence

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Workers' Compensation and Occupational Disease US\$25,000.00 Statutory, as required by host country law
Employer's Liability US\$10,000.00

8. BONDING OF EMPLOYEES - BONDS.

The Government imposes no bonding requirement on this Agreement. The BPA holder 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 Agreement, if legally required by the local government or local practice.

9. PERMITS.

Without additional cost to the Government, the BPA holder shall obtain all permits, licenses, and appointments required for the prosecution of work under this Agreement. The BPA holder shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The BPA holder shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with his quotation for consideration for an Agreement.

ATTACHMENT 2 SCOPE OF WORK

1. WORK REQUIREMENTS

1.1 General. Contractor shall provide services for the United States Mission in Ecuador at locations in both Guayaquil and Quito. This consists of packing, loading, unloading, unpacking, installation, palletizing, transportation, customs clearance, 30 days of storage of items for delivery and for auction, and other related services that apply to furniture, furnishings, appliances, and equipment (FFA&E) belonging to the U.S. Government and shipments originating from, consigned to, routed through, and/or moved within the geographic area(s) of Quito and Guayaquil.

Contractor shall prepay all costs that occur during the customs clearance of the shipments for the mission. The cost of those expenses will be reimbursed if support receipts are submitted with invoice of services performed.

The Contractor shall furnish all managerial, administrative, direct labor personnel, materials and transportation that are necessary to accomplish all work 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.

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

2. DEFINITIONS

"Article" means one item, piece, or package and contents thereof received by the Contractor as listed on the inventory.

"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 2 of this contract/purchase order.

"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.

"FFA&E" means furniture, furnishing, appliances and equipment owned by the Government.

"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.

"HHE stands for Household Effects". 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 which, because of volume and weight, are shipped, via surface freight. (Note: See the clause in Attachment 3 entitled "Prohibited Items" for a listing of items which are not to be packed or transported at U.S. Government expense).

"Inventory" means a list of items to be moved, prepared for local moves by the ordering officer that then needs to be cross referenced with what is actually moved for work load and billing purposes. It also means a contractor-prepared list originated at the time the goods are packed for international moves. Each inventory is to be reviewed and signed by the client then turned over to the Contracting's Officer Representative.

"International moves/shipments" means services provided to transport, pack or unpack items for import or export.

"Lift Van" means a wooden storage crate.

"Local/national moves" means services required for items that will be transported, packed and/or unpacked within the geographic area in Ecuador.

"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 or the Consulate employees of the U.S. Consulate in Guayaquil authorized to place orders.

"OFV" means Official vehicle owned by the U.S. Government.

"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.

"Packaging" means application or use of protective measures, including appropriate protective wrappings, cushioning and interior containers.

"Palletizing" means the placement of items on pallets so that they can be properly stored on shelves in the U.S. Government warehouse.

"POV stands for privately owned vehicle. Privately owned vehicle means this is a personal property vehicle of post officials, and is therefore to be packed and transported at U.S. Government expense.

"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 used in the performance of the services.

"Storage and/or storage facilities" means any other area reserved for storage outside the U.S. Government facilities.

"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.

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

"Warehouse" means the U.S. Government stored facility, either located in Quito or Guayaquil as specified throughout.

"Welcome kit" means a group of household items that are provided by the US Government on a temporary basis to a residence while personal effects are on transit.

This can include, but is not limited to kitchen items, small appliances, television, and linens.

3. GENERAL REQUIREMENTS

Packing of client Household Effects, FFA&E 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 which is not specifically provided for under the terms of this contract or authorized by the Government in writing in advance.

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 office or residence shall be neat and in uniform identifying them as employees of the Contractor.

4.1 Packing Services.

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, and transportation and delivery of official Government furniture, furnishings, and appliances within and from Ecuador. Such services will be performed on goods located primarily within the Quito and Guayaquil metropolitan area.

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.

4.1.3. If necessary and at the request of the 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.

4.1.4. The Contractor shall provide export packing and related services using the best commercial practices to insure a shipment/movement 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. This packing shall include, but shall not be limited to, the following actions by the Contractor:

- Padding, dunnage and packing into cases, barrels or crates of all fragile items.
- Wrapping in water-proof paper and/or plastic (when required) and padding all items of furniture, television sets and other valuable equipment. The Contractor shall crate in waterproofed lift vans these items. 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 with crating or wrapping without folding.
- Packing clothing items, linens, bedding, lamp shades 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 which may be used for shipments.
- Use tarpaulin or other suitable floor covering to protect floors while work is in progress.

4.1.5 The contractor shall provide a calibrated scale at the client's residence to verify the authorized weight allowance for his/her UAB and HHE, and inform the client and COR accordingly.

4.1.6 The contractor shall pick up vehicles at the location instructed by the Government; load and transport it into a container with secure performance. The contractor shall ensure that vehicles are tied up with ropes to the container, and lock to prevent internal movements of the vehicle and/or articles into the container.

4.1.7 For all outbound services (HHE, UAB, general cargo, and vehicles), the contractor shall execute the customs clearance process to export the requested items, and coordinate international transportation required in U.S. flags aircrafts or vessels. Moreover, the contractor shall provide copies of the proper inventories of UAB and/or HHE within two(2) working days after the pack out has been completed, plus a copy of the AirWay Bill and/or Ocean Bill of Lading for every shipment within two (2) after shipment has departed.

4.2 Inventory System.

4.2.1. Outbound shipments. In conjunction with the client or his/her agent, the Contractor shall prepare three (3) 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. No boxes/cartons packed by owner (PBO) should be shipped prior to contractor's inspection of items packed. 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 pack out 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.

4.2.2. Non-international Local/Nationalmove services. The COR shall provide the Contractor an initial Inventory List of all items to be packed. The Contractor shall prepare three (3) copies of confirmation of all articles packed plus any notation of any changes, bearing the signature of the COR or their representative 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. Inventory Lists shall specify the name of the representative overseeing the movement, the date of the movement and the name of the Contractor. The original Inventory List will be given to the COR's representative; one copy to the BPA holder; and the other copy for the customer at final destination.. The Inventory List shall also indicate the asset tag label number of the items that will be transported.

4.3 Unpacking services

4.3.1 The delivery of general effects and cargo shall be executed by the contractor in the location instructed by the COR or designated agent.

4.3.2 Unpacking of art shall be performed by a contractor's professional employee who has the knowledge about handling this type of items.

4.3.3 The company shall reweigh the lift vans at their facilities and provide the COR the information about the final net and gross weight of any particular HHE.

4.3.4 For all inbound services (HHE, UAB, general cargo, and vehicles), the contractor shall execute the customs clearance process to import the requested items. The contractor shall provide copies of the proper import documents within two (2) working days after the unpacking of household effects has been completed. In the case of vehicles, copies of the proper import documents including the vehicle registration certificate – RAMV shall be presented the day the customs clearance is approved.

4.3.5 For detailed unpacking services, please see the Attachment 2, section 20.

5. FREIGHT HANDLING

5.1 The Contractor shall act on behalf of the Government on any selected incoming and outgoing Government cargo, and local transportation that may be assigned to the Contractor under this contract, including the effecting of necessary transport of Government cargo within Ecuador. 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.

5.2 The Contractor shall transport all Government cargo handled under the contract from commercial facilities in Guayaquil and/or Quito to the final destination in Guayaquil or Quito or elsewhere in Ecuador including off-loading from the Contractor's vehicle, as specified by the COR unless otherwise directed by the COR in writing to the Contractor.

5.3 The Contractor shall pick up from the Government in Guayaquil or elsewhere in Ecuador in time to insure delivery to Guayaquil and/or Quito facilities within 48 hours of the request for pickup. The Contractor shall not place cargo in any storage at Government expense without prior approval of the COR.

6. CONTRACTOR RESPONSIBILITIES

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 Government's facility or residence and when Household Effects,

Unaccompanied Baggage, FFA&E or other cargo is being loaded into lift vans or other containers.

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.

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.

6.4 The Contractor's employees shall not at any time:

- (a) Smoke in the 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 bathroom or towels without permission;
- (e) Engage in prolonged discussion or argument regarding the job;
- (f) Perform any work for the Government representative not specified in this contract; or
- (g) Request or accept any articles or currency as a gratuity from the Government for work performed under this contract.

7. SCHEDULING AND PLANNING SHIPMENT PICKUPS AND/OR LOCAL/NATIONAL MOVES

7.1 Shipment or Movements Scheduling. The COR receives requests from the Government for Household Effects pack-out dates or movement of FFA&E, and will coordinate the scheduling of shipments or movements with the Contractor. The COR will place the BPA call to the Contractor and/or a "Request for shipment" which is the notification of scheduling and authority to proceed

The Contractor will confirm delivery date four (4) days before the delivery is scheduled. If the Contractor is not able to perform services on that, the Contractor will notify the Government at the earliest moment but no later than three (3) business days before the scheduled date/time.

7.2 Pre-pack out Survey. Before the HHE and UAB have been packed, the Contractor shall, in connection with each instance of Household Effects services in this contract, make an on-site pre-pack out 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 and/or gross weight of both the export shipment and storage lot to the Government immediately upon completion of the pre-pack out survey. A pre-pack out survey which deviates more than ten percent (10%), 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-pack out survey will not normally be required for shipments other than Household Effects and Unaccompanied air baggage shipments.

8. DURATION OF PACKING

The Contractor shall perform all packing and/or pickup of household goods, personal effects, and/or FFA&E on the date beginning and at the time agreed upon between the Contractor and the COR or designated representative. The designated representative shall be any person the COR specifies in the "Request for Shipment" or "BPA call" authorizing services. All services shall be performed on normal workdays between the hours of 08:00 a.m. and 05:00 p.m. Services may only be performed at the residence before 08:00 a.m. or after 05:00 p.m. on normal workdays, or other than normal work days 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 one (1) hour later than the scheduled time agreed upon, the Contractor shall notify both the representative and the COR in advance. Authorization for any changes in date and time must be authorized by the COR.

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 which will afford adequate protection to the items being packed. Contractor shall weigh containers before packing in order to calculate net weight.

10. SHIPPING WEIGHT

For international moves, 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.

11. RECORD KEEPING REQUIREMENTS

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 COR; one copy shall be given to the client or the representative; and one copy shall be kept by the Contractor immediately after the packing is completed. All exceptions as to the condition of goods listed on the Inventory List must be brought to the COR 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.

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

11.1.2. For international moves, the Inventory List shall also indicate by number which cartons are loaded into the respective shipping containers/lift vans.

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.

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

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

Reserved.

13. STORAGE FACILITIES REQUIREMENTS

13.1 The Government will inform the contractor when temporary storage is required. All temporary or permanent storage provided, either for unpacked or packed household effects, unaccompanied air baggage, and/or FFA&E, even destined for auction, shall be inside storage buildings and areas that are acceptable to and approved by the COR. Storage facilities must meet the following criteria:

- Storage buildings shall be constructed, with masonry walls and floors, watertight roofs, and maintained in good condition.

- Each building used for storage under this contract shall have as the minimum standard for qualification either:
 - an acceptable automatic fire detection and reporting system, or an acceptable automatic sprinkler system; or
 - 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 which 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.

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

13.2 In areas assigned for preparation and storage of household effects, unaccompanied air baggage, and/or FFA&E, the Contractor shall prevent pilferage or damage by sunlight, water, or fire. They shall be stored in areas that are dry, well-ventilated, clean, and free from dust and dampness, moths, insects and rodents, have adequate fire protection, and are accessible for routine inspection.

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

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

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.

14. REQUIREMENTS FOR STORAGE METHODS (SHIPMENTS)

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

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. Consulate General Guayaquil
(Shipper's Last Name)
(Lot Number)

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

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

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.

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

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.

14.8 If this BPA expires while the Contractor still has items in storage, the Contractor shall continue to comply with the terms and conditions of this Agreement, for up to six additional months after the Agreement expires. Within this six month period, the COR will provide instructions for movement of these items at Government expense to another location.

15. REQUIREMENTS FOR WAREHOUSE SERVICES (LOCAL/NATIONAL MOVES)

Unpacking/Palletizing

The Contractor shall remove all FFA&E coming to the warehouse from trucks, lift vans, containers, etc. All items must be removed from carton or other wood encasing and

cleaned to be prepared for storage. All items will be placed on a plastic pallet provided by the Government and wrapped in protective plastic. Items should be secured to the pallets to ensure their secure placement onto warehouse shelves.

A representative from the Government will operate all heavy machinery located at the warehouse or Consulate building. This machinery includes, but is not limited to, forklifts, motorized carts, and automatic pallet wrapper. The Contractor will be responsible for ensuring that its employees have the proper safety equipment necessary to work around such machinery.

Occasionally, the Government may require that items be taken out of the shelves, re-organized, wrapped and palletized and then placed in different shelves according to COR instructions. Labor Services may be required, but cannot exceed 5% of the total of this agreement.

Packing for Delivery

The Contractor shall prepare all FFA&E for delivery from the warehouse to a residence or office. This includes removing items from shelves, unwrapping of items from their respective pallets and preparing them for transportation. Fragile items will be placed in protective wrapping for transport. All items should be placed in appropriate vehicles for transportation as well in lift vans, if necessary.

The Contractor shall remove all debris within the warehouse the same day the effects are packed, or by the close of the next working day; unless the COR requests removal of debris at a later date.

All items packed for transportation shall be protected as described in Section 4.

16. REQUIREMENTS FOR RESIDENCE/OFFICE SERVICES (LOCAL/NATIONAL MOVES)

The Contractor shall notify the COR immediately if any article is received in damaged condition.

The Contractor shall make notation of any visible loss or damage on the reverse side of the Inventory List.

Unpacking/Installation

The unpacking and installation of FFA&E, as specified, shall include, but not be limited to:

- the unloading and unwrapping of the articles from the vehicle;
- assembling articles, such as bedframes, desk hutches, door knobs, handles for dressers or hutches, dining tables, cribs, etc. when needed;
- the laying of pads and rugs;
- placing of items of furniture and/or appliances within rooms or offices;

- setting up of beds, including the placing of box springs and mattresses on bed frames; and
- the placing of all welcome kit items (such as kitchenware, dinnerware, glassware, silverware, linens and other miscellaneous items) in specified locations.

The Government shall make clear at the time arrangements are made for delivery, if the order includes large items such as pianos, freezers, refrigerators, safes, etc. The Contractor shall have piano boards and other necessary tools and equipment on hand to open containers and safely move these items.

The Contractor shall unpack the articles and remove all debris the same day the effects are delivered, or by the close of the next working day; unless the COR requests removal of debris at a later date.

The Contractor shall use a tarpaulin or other floor covering suitable for protection of floors while work is in progress.

Packing for Delivery

The Contractor shall prepare all FFA&E for delivery from the residence or office to the warehouse. This includes, but is not limited to, the following:

- the wrapping of the articles for transport;
- disassembling articles, such as bedframes, desk hutches, dining tables, handles for dressers and hutches, cribs, etc. when needed;
- rolling up pads and rugs;
- enclosing all kitchenware, dinnerware, glassware, silverware, and other fragile materials in protective wrapping linens; and
- loading items into the vehicle.

The Contractor shall use a tarpaulin or other floor covering suitable for protection of floors while work is in progress if deemed necessary by the COR.

All items packed for transportation shall be protected as described in Section 4.

Obtaining Delivery Receipt

The Contractor shall obtain a delivery receipt in triplicate signed by the COR or his/her authorized agent upon completion of the delivery and/or the unpacking and installation of the articles. The Contractor shall retain copy and give to the COR the original. Contractor should submit the remaining copy with the invoice for payment.

The Contractor shall prepare a separate Inventory List, signed by the COR or his/her agent, listing all articles lost or damaged and describing such loss or damage. The Contractor shall submit this Inventory List to the COR upon completion of delivery and/or unpacking. Invoice must clearly indicate Purchase order/BPA call number.

17. STORAGE RECEIPT

17.1 Upon receipt of effects, the Contractor shall prepare a Non-Negotiable Storage Receipt. The terms shall be subject to approval by the COR, indicating the American post or other Government Agency as the depositor. If the Storage Receipt contains provisions that differ from items in this contract, or that are not contained in this contract, these provisions in the Storage 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.

17.2 The Storage 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 Storage Receipt to the COR within two 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 Storage Receipt and submit it as directed above.

18. NOTIFICATION OF COMPLETION OF SHIPMENT SERVICES

18.1 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:

- If a shipment of other than Household Effects: name and Agency affiliation of employee requesting the shipment and name and Agency affiliation of employee who owns the effects.
- Government Agency Packing Authorization Number;
- ultimate destination of shipment;
- date of pickup, number of pieces and gross weight of shipment; and
- Bill of Lading or Airbill number assigned to the shipment.

18.1.1. A U.S. Government Bill of Lading (GBL) will be issued for each shipment by the authorizing Government Agency. The GBL will either be:

- forwarded by the Government directly to the carrier specified to transport the shipment; or
- forwarded to the Contractor to be surrendered to the carrier or its agent when the shipment is picked up at the Contractor's premises; or
- forwarded to the Contractor to be surrendered to the carrier or its agent when the shipment is delivered by the Contractor to the carrier or his agent.

The Contractor shall obtain a proper receipt from the carrier or its agent at the time the baggage/cargo 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 (24) hours, two (2) copies of the Inventory List, together with a written request for shipping instructions containing the following information:

- name of client and Agency affiliation;
- Government Agency Packing Authorization Number;
- ultimate destination of shipment;
- one (1) copy of the export customs declaration properly prepared; and
- 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.

18.2 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.

19. REQUIREMENTS FOR THE DELIVERY AND UNPACKING OF HOUSEHOLD EFFECTS (HHE), UNACCOMPANIED BAGGAGE (UAB), AND GENERAL CARGO

19.1 Receipt of Effects, Unaccompanied Air Baggage and cargo. 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.

19.2 Delivery of Household Effects and Unaccompanied Air Baggage to a Residence

19.2.1. 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.

19.2.2. The Contractor shall inquire of the client at the time arrangements are made for delivery, if the shipments include 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.

19.2.3. 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.

19.2.4. 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.

19.2.5. The Contractor shall use a tarpaulin or other suitable floor covering to protect floors while work is in progress.

19.3 Delivery of cargo. The placing of general cargo in the Consulate facilities and/or warehouse, will be indicated by COR, and shall include, but not be limited to unloading, unpacking, organizing, taking to shelves, etc.

19.4 Obtaining Delivery Receipt

19.4.1. 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, and/or cargo at Consulate facilities or warehouse. 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.

19.4.2 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 (7) calendar days after delivery of the goods.

19.5 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 storage facility, Consulate 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.

20. 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.

20.1 Vehicle Size. The Contractor shall provide the necessary vehicles of appropriate size (2.5 tons or more) for intra-city and local transportation of shipments and FFA&E.

20.2 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 articles are reliably and safely transported from the residence to the appropriate staging area.

20.3 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.

20.4. Use of Government Vehicles. The ordering officer might determine that the use of Government vehicles is advantageous to the Government. In such a case, the order will not include transportation services.

21. COMPUTATION OF WEIGHT FOR INBOUND AND OUTBOUND SHIPMENTS

21.1 Gross Weight (See Attachment 2, subpart 2 - Definitions) is calculated by adding the Net Weight (See Attachment 2, subpart 2 - Definitions) of the contents to the weight of the shipping container and any bracing material used to secure articles in the container.

21.2 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 Instituto Ecuatoriano de Normalización – INEN (Ecuadorian Institute for technical standardization, regulation,) 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.

21.3 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.

21.4 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.

21.5 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/movement, the Contractor shall submit a written justification describing why the shipment could not be weighed before it was shipped.

ATTACHMENT 3
PACKING SPECIFICATIONS FOR OUTBOUND SHIPMENTS

1. CONTAINER SPECIFICATIONS

1.1 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, and plastic bands outside. Wooden containers must be heat treated or fumigated based on the requirements of the destination country. If fumigated method is chosen, wooden containers should be marked with an approved international mark certifying treatment. 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 a metal roofing for shipments transiting areas of heavy rain or snow fall. Caulking compound must be used when wooden container panels are assembled to insure watertight joints. See Attachment 5, Container Specifications.

1.2 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.

1.3 The Contractor shall adhere to the procedures in Attachment 5, Container Specifications.

1.4 The containers built to the referenced Attachment 5, Container Specifications dimensions shall be called "modular household effects containers". All export shipments of household effects under this contract shall be made using the modular containers.

1.4.1 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 refurbishing.

1.4.2 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.

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.

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:

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

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

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

3.4 All packing materials, boxes, and containers must be dry, clean, in sound condition, free of substances, which might damage the contents, and of sufficient strength to protect the contents.

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

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

3.7 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.

3.8 Legs or other articles removed from furniture shall be properly wrapped, bundled together, identified (i.e. "dining room table legs, 6 each") and listed separately on the Inventory List, indicating the items on the Inventory List to which they belong.

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

3.10 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.

4. PROHIBITED ACTIONS

Contractor employees shall not:

- 4.1 Attempt to disassemble, assemble, or repair electrical appliances or mechanical items;
- 4.2 Disconnect or connect any gas appliances;
- 4.3 Touch lampshade coverings or other items which could suffer stains;
- 4.4 Pack irons, kitchenware or other heavy pieces in barrels containing china, glassware or other breakable items;
- 4.5 Place pictures or mirrors between layers of bedding or linen;
- 4.6 Pack heavy articles on top of shoes;
- 4.7 Wrap books, lampshades, linens or other light-colored items in newspaper, as the newsprint will rub off and stain;
- 4.8 Pack cleaning compounds, soap, furniture polish or medicine in the same carton with groceries;
- 4.9 Place any other items in cartons with lampshades or load any boxes beyond their capacity.

5. PROHIBITED ITEMS

Contractors SHALL NOT pack:

- 5.1 Live animals, birds, or plants;
- 5.2 Trailers, with or without other property;
- 5.3 Boats or component parts, including outboard motors;
- 5.4 Aircraft;
- 5.5 Alcoholic beverages, if the shipment is to the United States;

5.6 Groceries and provisions, other than those for consumption by client and immediate family;

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

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

6. SPECIAL HANDLING INSTRUCTIONS

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

6.1 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.

6.2 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.

6.3 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.

6.4 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 US\$500.00. 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.

6.5 Furniture. Large items of furniture which do 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.

6.6 Shipping of Vehicles. For purposes of this contract, MOTORCYCLES are to be considered HHE. Instructions to ship it as part of the HHE will be provided by the Government at the time of the pre-pack out survey.

6.7 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.

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:

7.1 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.

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

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:

8.1 Wooden crates or lift vans shall be lined with waterproof paper.

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

9. LABELING OF BOXES AND CARTONS

9.1 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.

9.2 All cartons shall be sequentially numbered and the contents identified (i.e. 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.

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

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

10. PACKING ARTICLES INTO WOODEN LIFT VANS

10.1 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.

10.2 The Contractor is responsible for accomplishing any necessary assembly of lift vans to make them ready to receive a shipment..

10.3 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.

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

10.3.2 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.

10.4 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.

10.5 The packed lift vans shall be securely wrapped with metal bands.

11. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan provides an effective method to promote satisfactory 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 monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all shipping, packing and moving services set forth in the	1 thru 21.	All required services are performed and no more than one

scope of work.		(1) customer complaint is received per month.
<u>Timeliness of Services.</u> Performances all packing and moving services in the time table specified in the scope of work	7.	All required services are performed with no more than one (1) delayed service per month.

Monitoring Performance. 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.

Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month or one (1) delay in service 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 52.212-4, Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

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.

ATTACHMENT 4
GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property" for performance under the contract:

- Wrapper machine
- Electric forklift

A representative from the Government will operate all heavy machinery located at the warehouse or any other location. This machinery includes, but is not limited to, forklifts, motorized carts, and automatic pallet wrapper. The Contractor will be responsible for ensuring that its employees have the proper safety equipment necessary for work around such machinery.

ATTACHMENT 5 CONTAINER SPECIFICATIONS

Unaccompanied Air Baggage

UAB should be packed in tri-wall boxes.

Packed items of air freight may not exceed the following standard measurements and weights: 0.424 cubic meters or 15 cubic feet; 1.524 meters or 60 linear inches; or 90.90 kilograms or 200 pounds per carton

UAB shipments are measured by gross weight. Gross weight is the net weight of the shipment plus any outside containers and bracing required by the packers or airlines. It is recommended that 5-10 pounds per box in the UAB be allowed for this purpose.

Shipping container: Determine that the shipping boxes are well made, and sturdy enough to provide adequate protection to the shipment. Do not use a box too large for the effects.

Household Effects

HHE should be crated with new packing materials.

Lift vans size: For shipment or permanent storage of HHE wooden or plywood lift van, maximum dimensions should not exceed eight (8) feet in length, six (6) feet 10 inches in height, and six (6) feet in width. These measurements are necessary for proper and safe handling of lift vans at piers and storage facilities. The limitations ensure that lift vans fit into steamship containers wherever this service is provided by the ocean carrier.

Special Crating: Special crating should be used only when it is deemed absolutely necessary by the packing company as the only way to safely transport an item. This requirement must be documented and approved by the U.S. Government bill of lading (GBL) issuing officer. Any and all requests for special crating that are not approved for payment by the U.S. Government must be paid by the client, or the crating request will be cancelled.

Shipping container: Determine that the shipping container is well made, properly lined with a waterproof barrier, and sturdy enough to provide adequate protection to the shipment. Do not use a container too large for the effects.

All space between cartons and pieces in the shipment should be filled by the insertion of cushioning material or dunnage to keep the load tight and to prevent it from shifting within the container. Heavy items should be placed on or near the floor of the lift van, not placed on top of lightweight and/or easily crushed items.

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013) is incorporated by reference (See SF-1449, Block 27a).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

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

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

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

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

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

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (13) [Reserved]
- (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jul 2013) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of [52.219-9](#).
- (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (iv) Alternate III (Jul 2010) of [52.219-9](#).
- (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (22) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (23) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (24) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (25) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (26) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- (27) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- (28) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

- ___ (29) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ___ (30) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- ___ (31) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (32) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- ___ (33) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (34) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (39)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X** (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (41) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (42)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (Mar 2012) of [52.225-3](#).
- ___ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- ___ (iv) Alternate III (Nov 2012) of [52.225-3](#).
- ___ (43) [52.225-5](#), Trade Agreements (NOV 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (45) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- ___ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

- X (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- X (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (52) [52.232-36](#), Payment by Third Party (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- X (54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

- ___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- ___ (7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- ___ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

— Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (AUG 2013).

(xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

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>. DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.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" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clause(s) is/are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (JUL 2013)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.233-1	DISPUTES (DEC 1991), <i>ALTERNATE I (JUL 2002)</i>

- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)
- 52.247-7 FREIGHT EXCLUDED (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)
- 52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)
- 52.247-28 CONTRACTOR’S INVOICES (APR 1984)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
- 52.248-1 VALUE ENGINEERING (OCT 2010)

The following FAR clause(s) is/are provided in full text:

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 Attachment 1, part 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.

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

Funds are not presently available for performance under this contract beyond September 30 of the current calendar 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 September 30 of the current calendar 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.

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

(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 \$8.50 per pound (or metric equivalent in local currency) based on the total net weight.”

The following Department of State Acquisition Regulation (DOSAR, 48 CFR Chapter 6) clause(s) is/are incorporated by reference:

<u>DOSAR</u>	<u>TITLE AND DATE</u>
652.225-71	SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)
652.228-71	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (JUNE 2006)
652.229-70	EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
652.237-72	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)
652.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (SEP 2007)
652.242-70	CONTRACTING OFFICER’S REPRESENTATIVE (AUG 1999)
652.242-71	NOTICE OF SHIPMENTS (JUL 1988)
652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)
652.243-70	NOTICES (AUG 1999)

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

52.247-25 GOVERNMENT-FURNISHED EQUIPMENT WITH OR WITHOUT OPERATORS (APR 1984)

The Government will provide forklifts and pallet wrappers with operators at the Government warehouses to assist in loading, unloading, or both when required.

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.

(End of clause)

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

All work shall be performed during 08h00 and 17h00 Monday through Friday 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:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Carnival
Holy Thursday and Friday
Memorial Day
Independence Day
Labor Day
Guayaquil Foundation and Independence Day
Columbus Day
Guayaquil Independen Day
Cuenca Independence Day
Veterans Day
Thanksgiving Day
Christmas Day

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.

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 are: For local/national moves: the Property Database Clerk or GSO Assistant/Property Supervisor in his/her absence. For shipments: the GSO Management Assistant or GSO Management Assistant/Travel in his/her absence.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a sub-contractor or joint venture partner, then such sub-contractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (JUN 2006)

As prescribed in 628.309-70(b), insert the following clause:

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;

(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

Note: Paragraphs b, c, d, e and f are RESERVED.

(g) (1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the Contracting Officer. The request shall contain the following information:

- (i) contract number;
- (ii) name of contractor;
- (iii) brief description of the services to be provided under the contract and country of performance;
- (iv) name and position title of individual(s);
- (v) nationality of individual(s) (must be U.S. citizen or U.S. resident);
- (vi) dates (or timeframe) of performance at the overseas location; and,
- (vii) evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The Contracting Officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

SECTION 3 SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013) is incorporated by reference (See SF-1449, Block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each quotation must consist of the following:

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

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

- (1) Name of a Project Manager and Back-up Project Manager (or other liaison to the Consulate)
who understands written and spoken English;
- (2) Evidence that the quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients over the past three (3) 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 Ecuador 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 quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Provide financial statement for the last three (3) months;
- (6) Evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (7) Description of vehicles to be used for the transport of shipments and local moves.
- (8) Description of storage facilities including safety features where shipments and any items may be stored. Include pictures.
- (9) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.
- (10) The offeror's strategic plan for Packing and moving 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.

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

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

This solicitation incorporates one or more solicitation 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. 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/vffara.htm>.

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network “search engine” (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JUL 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT AND PRE-QUOTATION CONFERENCE (APR 1984)

The site visit and pre-quotation conference will be held on Tuesday, November 18, 2014 at 09h00 at the Consulate Building located at Calle Santa Ana y Av. José Rodríguez Bonin, Sector San Eduardo. Prospective quoters should contact Lilia Banchon by phone at (04) 371-7038 or by e-mail at GuayaquilContracting@state.gov to confirm attendance, for additional information or to arrange entry to the building.

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

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

(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.

For a U.S. Embassy or an 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) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

(End of provision)

SECTION 4 - EVALUATION FACTORS

The Government intends to award Blanket Purchase Agreement(s) (BPA) resulting from this solicitation.

Specifically, the following will be reviewed:

Technical Acceptability.

Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the quoter with its quotation.

Responsibility Determination.

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.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). 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.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product

that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“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 (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) 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.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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.

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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that It *o* is, *o* is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it *o* is, *o* is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it *o* is, *o* is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it *o* is, *o* is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it *o* is, *o* is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It *o* is, *o* is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It *o* is, *o* is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it *o* is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It *o* is, *o* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *o* has, *o* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It *o* is, *o* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It *o* is, *o* is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone

small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It *o* has, *o* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It *o* has, *o* has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It *o* has developed and has on file, *o* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It *o* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its 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 his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, 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.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) *o* Have, *o* have not, 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 Federal, state or local government 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;

(3) *o* Are, *o* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) *o* Have, *o* have not, 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.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *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.

(B) *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.

(ii) *Examples.*

(A) 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.

(B) 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.

(C) 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.

(D) 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).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) *o* In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) *o* Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror *o* does *o* does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror *o* does *o* does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) 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 (31 U.S.C. 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.

(3) *Taxpayer Identification Number (TIN)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o 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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent*.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) *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 25 U.S.C. 7874.

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (See Department of Treasury, Office of Foreign Assets Control's (OFAC) Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.)

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUNE 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:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(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 Ecuador.

Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not 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

(End of provision)