

SECTION 1
STATEMENT OF WORK
TO RECEIVE 10x40' CONTAINERS IN THE REGIONAL WAREHOUSE

1.1 GENERAL DESCRIPTION

The U.S. Consulate General Guayaquil expects to receive 10x40' containers which total weight is 67,358.60 lbs., and the property section requires the services of a Contractor to clear from customs, transportation from the port to the Consulate warehouse, unload, open, and organize said containers full of furniture that are part of the mission's furniture and appliance pool. These services will take place in our warehouse located in Lotización Camino Real, via a la costa, in Guayaquil.

Contractor is also required to pay any expenses incurred during the customs clearance procedure. The Government will pay the Contractor the fixed price for standard services that have been satisfactorily performed.

The Contractor shall provide a crew of six to be able to unload the containers and a crew of four to open and repack items after labelling.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for twelve (12) business days. Delivery of containers should be performed in two parts. The contractor shall deliver five (5) of the containers and unload them on the first Monday (January 26th). Then they will start unpacking, tagging, packing and organizing. The following Monday (February 2nd) they will deliver the remaining five (5) containers, unload them and continue unpacking, tagging, packing and organizing.

The Contractor shall unload all furniture and appliances coming to the warehouse from containers. Items will be set aside in defined areas of the warehouse to be prepared for shipping; which includes placing items on shelves, and preparing them for transportation.

The Contractor shall perform the tasks and deliver all three containers on the first day, while completing all other tasks in the remainder of the time contracted.

The Contractor will open all items from their packaging for inspection and tagging.

A representative from the U.S. 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.

The Contractor shall unpack some articles and remove all debris the same day the effects are stored, or by the close of complete period of performance.

1.2 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. Full VAT amount is charged on all aspects of the contract.

1.3 BASE PERIOD

Standard Services. The firm fixed price for the period of the contract is:

a) Unpacking/palletizing/transportation	lb.	_____
b) Customs clearance		
Inbound: Surface shipments	ea.	_____
c) VAT 12%		_____
TOTAL		_____

2. HOURS OF PERFORMANCE

The Contractor shall schedule all routine work during normal Consulate hours which are defined as 08:30 to 17:00; Monday to Friday, excluding local and U.S. holidays, unless approved in advance by the Contracting Officer's Representative (COR).

3. INVOICES AND PAYMENT

Individual invoices shall be submitted for each order, accompanied by the task order and/or inventory list. Invoices shall be submitted in the original with one (1) copy to the Contracting Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

Embajada Americana
RUC # 1791845986001
[please insert final purchase order/contract number]
Calle Santa Ana y Av. José Rodríguez Bonín
Sector San Eduardo
Teléfono: 371-7000
Guayaquil, Ecuador

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

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

The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractor's personnel in the performance of the services required under this contract.

5. INSURANCE

The contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The contractor shall procure and maintain during the entire period of performance under this contract 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

6. BONDING OF EMPLOYEES - BONDS

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

7. PERMITS

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

8. CONTRACTING OFFICER'S REPRESENTATIVE (COR) (652.242-70 – AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR).

Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the GSO Assistant/Property Supervisor, and/or the Receiving Clerk and/or Property Database Clerk in his/her absence.

SECTION 2 – CLAUSES

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

52.232-34, PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (31 U.S.C. 3332).

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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 offer must consist of the following:

1. A completed solicitation in which Section 1, Sub-part 1.3 has been filled out.
2. Information demonstrating the offeror's/quoter's ability to perform, including:
 - (a) Name of a Project Manager (or other liaison to the Consulate) who understands written and spoken English;
 - (b) Quote should include past performance references with names, phones of contracting person, pictures of related work or any other information that could demonstrate quality of the services requested.