

**SECTION A**

SF-33

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES <b>2   113</b>	
2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO. <b>SIZ100-12-R-1008</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>April 18, 2012</b>	
7. ISSUED BY <b>General Services Office U.S. Embassy Baghdad Al Kindi Street, International Zone, Baghdad, Iraq Phone: 00-1-240-553-0581 Fax:</b>		CODE		8. ADDRESS OFFER TO (If other than item 7) <b>BaghdadGSOProcBid@state.gov</b>			
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in until <b>12:00 noon</b> local time <b>on May 20, 2012</b> . (hour) (date) CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL: <b>Procurement Unit/GSO</b>		A. NAME <b>Daler Boev</b>		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT <b>00-1-240-553-0581</b>		C. E-MAIL ADDRESS <b>BaghdadGSOProcurement@state.gov</b>	
<b>11. TABLE OF CONTENTS</b>							
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS		
		%	%	%	%		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents ) numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEM NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTRATION BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE	

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

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 SCOPE OF SERVICES

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

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

### B.2 TYPE OF CONTRACT

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

For each year of the contract, the U.S. Government guarantees a minimum order of \$5,000 or equivalent in local currency. The maximum amount of shipping/packing services each year of this contract will not exceed \$2,000,000 or equivalent in local currency.

Individual purchases shall be documented as follows: Orders will be placed by Task Orders on form OF-347.

### B.3 LEVEL OF EFFORT

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

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

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

### B.4 PRICING

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

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

(c) The Government will make payment in U.S. Dollars or in local currency.

(d) The Defense Base Act (DBA) insurance labor category for this acquisition is SERVICE (see Exhibit F).

- (e) The cost of employee recruitment fees or any similar fees is not reimbursable and shall be included in the Contractor's rates.
- (f) The prices are stated in \_\_\_\_\_ currency (*offeror to fill in currency*).

#### B.5 BASE PERIOD PRICES

ITEM NO.	SUPPLIES OR SERVICES	UNIT OF MEASURE	UNIT PRICE	QUANTITY ESTIMATED*	AMOUNT
1	<b>Packing of HHE - Effects</b> Throughout Iraq - U.S. Embassy Baghdad, Baghdad International Zone, Baghdad Police Academy Annex (BPAX), U.S. Consulate General in Basrah, U.S. Consulate General in Erbil, U.S. Baghdad Diplomatic Support Center, U.S. Erbil Diplomatic Support Center, U.S. Consulate General in Kirkuk, U.S. Diplomatic Presence in Tikrit, Embassy Military Attaché and Security Assistance Annex in Baghdad	kilogram		300	
2	<b>Packing of UAB</b> Throughout Iraq - U.S. Embassy Baghdad, Baghdad International Zone, Baghdad Police Academy Annex (BPAX), U.S. Consulate General in Basrah, U.S. Consulate General in Erbil, U.S. Baghdad Diplomatic Support Center, U.S. Erbil Diplomatic Support Center, U.S. Consulate General in Kirkuk, U.S. Diplomatic Presence in Tikrit, U.S. Embassy Military Attaché and Security Assistance Annex in Baghdad	kilogram		1500	
3	<b>Unpacking of HHE Effects</b> Throughout Iraq - U.S. Embassy Baghdad, Baghdad International Zone, Baghdad Police Academy Annex (BPAX), U.S. Consulate General in Basrah, U.S. Consulate General in Erbil, U.S. Baghdad Diplomatic Support Center, U.S. Erbil Diplomatic Support Center, U.S. Consulate General in Kirkuk, U.S. Diplomatic Presence in Tikrit, U.S. Embassy Military Attaché and Security Assistance Annex in Baghdad	kilogram		300	
4	<b>Unpacking of UAB</b>	kilogram		1500	

	Throughout Iraq - U.S. Embassy Baghdad, Baghdad International Zone, Baghdad Police Academy Annex (BPAX), U.S. Consulate General in Basrah, U.S. Consulate General in Erbil, U.S. Baghdad Diplomatic Support Center, U.S. Erbil Diplomatic Support Center, U.S. Consulate General in Kirkuk, U.S. Diplomatic Presence in Tikrit, U.S. Embassy Military Attaché and Security Assistance Annex.				
5	<b>Storage Services - Daily Storage of Effects</b> Throughout Iraq - U.S. Embassy Baghdad, Baghdad International Zone, Baghdad Police Academy Annex (BPAX), U.S. Consulate General in Basrah, U.S. Consulate General in Erbil, U.S. Baghdad Diplomatic Support Center, U.S. Erbil Diplomatic Support Center, U.S. Consulate General in Kirkuk, U.S. Diplomatic Presence in Tikrit, Embassy Military Attaché and Security Assistance Annex in Baghdad	kilogram		300	
6	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 1-(one) ton truck – Body/Panel Type Truck</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center	per truck		15	
7	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2-(two) ton truck - Body/Panel Type Truck</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center	per truck		15	
8	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - Baghdad International Airport, U.S. Embassy Baghdad	per truck		10	

	International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center				
9	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 10-(ten) ton truck - Body/Panel Type Truck</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center	per truck		10	
10	<b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center	per truck		20	
11	<b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center	per truck		20	
12	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center	per truck		20	

	<b>Diplomatic Support Center</b>				
13	<b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b>	per vehicle		10	
14	<b>Transportation with refrigerated freezer truck from origin to destination</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b>	per vehicle		10	
15	<b>Crane Loading/Off-loading – a 30-(thirty) ton crane</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b>	per crane		10	
16	<b>Crane Loading/Off-loading – a 50-(fifty) ton crane</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b>	per crane		20	
17	<b>Crane Loading/Off-loading – a 100-(hundred) ton crane</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad</b>	per crane		5	

	International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center				
18	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 1-(one) ton truck - Body/Panel Type Truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		15	
19	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2(two) ton truck - Body/Panel Type Truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		15	
20	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		10	
21	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 10-(ten) ton truck - Body/Panel Type Truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		10	
22	<b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		20	
23	<b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b>	per truck		20	

	within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)				
24	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		20	
25	<b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per vehicle		10	
26	<b>Transportation with refrigerated freezer truck from origin to destination</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per vehicle		10	
27	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 1-(one) ton truck - Body/Panel Type Truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conclulate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		15	
28	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2-(one) ton truck - Body/Panel Type Truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conclulate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		15	
29	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b>	per truck		10	

	within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conculate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)				
30	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 10-(ten) ton truck - Body/Panel Type Truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conculate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		10	
31	<b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conculate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		20	
32	<b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conculate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		20	
33	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conculate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		20	
34	<b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conculate General in Kirkuk, Erbil International	per vehicle		10	

	Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)				
35	<b>Transportation with refrigerated freezer truck from origin to destination</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conculate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per vehicle		10	
36	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2-(two) ton truck - Body/Panel Type Truck</b> – between Central Region and Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)	per truck		15	
37	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b> – between Central Region and Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)	per truck		10	
38	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 10-(ten) ton truck</b> – between Central Region and Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)	per truck		10	
39	<b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b> – between Central Region and Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)	per truck		20	
40	<b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b> – between Central Region and Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)	per truck		20	
41	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Central Region and Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)	per truck		20	

42	<b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b> – between Central Region and <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per vehicle		10	
43	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Central Region and <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per vehicle		10	
44	<b>Crane Loading/Off-loading – a 30-(thirty) ton crane</b> <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per crane		10	
45	<b>Crane Loading/Off-loading – a 50-(fifty) ton crane</b> <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per crane		20	
46	<b>Crane Loading/Off-loading – a 100-(hundred) ton crane</b> <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per crane		5	
47	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2-(two) ton truck - Body/Panel Type Truck</b> – between Central Region and <b>Southern Region</b>	per truck		15	
48	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b> – <b>between Central Region and Southern Region</b>	per truck		10	
49	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 10-(ten) ton truck - Body/Panel Type Truck</b> – <b>between Central Region and Southern Region</b>	per truck		10	
50	<b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b> – <b>between Central Region and Southern Region</b>	per truck		20	
51	<b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b>	per truck		20	

	– between Central Region and <b>Southern Region</b>				
52	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Central Region and <b>Southern Region</b>	per truck		20	
53	<b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b> – between Central Region and <b>Southern Region</b>	per vehicle		10	
54	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Central Region and <b>Southern Region</b>	per vehicle		10	
55	<b>Crane Loading/Off-loading – a 30-(thirty) ton crane</b> <b>Southern Region</b>	per crane		10	
56	<b>Crane Loading/Off-loading – a 50-(fifty) ton crane</b> Southern Region	per crane		20	
57	<b>Crane Loading/Off-loading – a 100-(hundred) ton crane</b> Southern Region	per crane		5	
58	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2-(two) ton truck - Body/Panel Type Truck</b> between Central Region and <b>Northern Region</b>	per truck		20	
59	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b> – between Central Region and <b>Northern Region</b>	per truck		20	
60	<b>Freight Handling from origin to destination - Transportation of Effects in a 10-(ten) ton truck - Body/Panel Type Truck</b> – between Central Region and <b>Northern Region</b>	per truck		20	
61	<b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b>	per truck		20	

	– between Central Region and <b>Northern Region</b>				
62	<b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b> One Way Trip – between Central Region and <b>Northern Region</b>	per truck		20	
63	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Central Region and <b>Northern Region</b>	per truck		20	
64	<b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b> – between Central Region and <b>Northern Region</b>	per vehicle		20	
65	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Central Region and <b>Northern Region</b>	per vehicle		20	
66	<b>Crane Loading/Off-loading – a 30-(thirty) ton crane</b> <b>Northern Region</b>	per crane		20	
67	<b>Crane Loading/Off-loading – a 50-(fifty) ton crane</b> <b>Northern Region</b>	per crane		20	
68	<b>Crane Loading/Off-loading – a 100-(hundred) ton crane</b> <b>Northern Region</b>	per crane		20	
69	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Central Region, Iraq and U.S. <b>Embassy Amman, Jordan</b>	per vehicle		10	
70	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Central Region, Iraq and U.S. <b>Embassy Amman, Jordan</b>	per vehicle		5	
71	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b>	per vehicle		2	

	– between <b>Central South Region, Iraq and U.S. Embassy Amman, Jordan</b>				
72	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>Central South Region, Iraq and U.S. Embassy Amman, Jordan</b>	per vehicle		2	
73	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>South Region, Iraq and U.S. Embassy Amman, Jordan</b>	per vehicle		10	
74	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>South Region, Iraq and U.S. Embassy Amman, Jordan</b>	per vehicle		5	
75	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>Northern Region, Iraq and U.S. Embassy Amman, Jordan</b>	per vehicle		2	
76	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>Northern Region, Iraq and U.S. Embassy Amman, Jordan</b>	per vehicle		2	
77	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>Central Region, Iraq and U.S. Embassy Kuwait/Ali Al Salam Air Base</b>	per vehicle		10	
78	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>Central Region, Iraq and U.S. Embassy Kuwait/Ali Al Salam Air Base</b>	per vehicle		5	
79	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>Central South Region, Iraq and U.S. Embassy Kuwait/Ali Al Salam Air Base</b>	per vehicle		2	
80	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>Central South Region, Iraq and U.S. Embassy Kuwait/Ali Al Salam Air Base</b>	per vehicle		2	
81	<b>Freight Handling - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b>	per vehicle		10	

	– between South Region, Iraq and U.S. Embassy Kuwait/Ali Al Salam Air Base				
82	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between South Region, Iraq and U.S. Embassy Kuwait/Ali Al Salam Air Base	per vehicle		5	
83	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Northern Region, Iraq and U.S. Embassy Kuwait/Ali Al Salam Air Base	per vehicle		2	
84	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Northern Region, Iraq and U.S. Embassy Kuwait/Ali Al Salam Air Base	per vehicle		2	
85	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Central Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		10	
86	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Central Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		5	
87	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Central South Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		2	
88	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Central South Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		2	
89	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between South Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		10	
90	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between South Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		5	

91	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Northern Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General in Istanbul, Turkey	per vehicle		2	
92	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Northern Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General in Istanbul, Turkey	per vehicle		2	
93	<b>Incoming/Outgoing shipment customs clearance</b> U.S. Government Shipments - at the Iraqi border crossings at the Safwan, Ibrahim Al Khalil (Zakhu), Umm Qasr and Trebil	Per shipment		1000	
94	<b>Incoming/Outgoing shipment customs clearance</b> U.S. Government Shipments - at the Iraqi border crossings at the Baghdad International Airport, Erbil International Airport and Basrah International Airport	Per shipment		500	
95	<b>Incoming/Outgoing shipment customs clearance handling fee for palletized shipment</b> U.S. Government Shipments - at the Iraqi border crossings at the Baghdad International Airport, Erbil International Airport and Basrah International Airport	Per pallet		300	
96	<b>Incoming/Outgoing shipment customs clearance handling fee for non-palletized shipment</b> U.S. Government Shipments - at the Iraqi border crossings at Baghdad International Airport, at Erbil International Airport and at Basrah International Airport	Per kilogram		300	
97	<b>Vehicle Customs Clearance and Registration</b> All types of vehicles in Iraq – at the Iraqi border crossings at the Safwan, Umm Qasr and Trebil, Baghdad International Airport, and Basrah Airport	Vehicle		200	
98	<b>Express-Mail Airfreight</b> U.S. Government Mail to World Destinations**	kilogram		1000	

99	<b>Cargo Airfreight</b> U.S. Government Shipment and UAB to World Destinations***	kilogram		1000	
100	<b>Loading/Unloading Manpower - Effects</b> Throughout Iraq, Northern Region, Central Region, Central South Region, South Region - 20-Foot Container	Per Laborer per hour		200	
101	<b>Loading/Unloading Manpower - Effects</b> Throughout Iraq, Northern Region, Central Region, Central South Region, South Region - 40-Foot Container	Per Laborer per hour		200	
102	<b>Loading/Unloading Manpower - Heavy-Lift Equipment</b> Throughout Iraq, Northern Region, Central Region, Central South Region, South Region - 20-Foot Container	Per Laborer per hour		200	
103	<b>Loading/Unloading Manpower - Heavy-Lift Equipment</b> Throughout Iraq, Northern Region, Central Region, Central South Region, South Region - 40-Foot Container	Per Laborer per hour		200	
104	<b>Loading/Unloading Manpower - Relocation</b> Throughout Iraq - Effects Relocation from place to place at the work site	Per Laborer per hour		200	
105	<b>Loading/Unloading Manpower - Relocation</b> Throughout Iraq - Heavy-Lift Relocation from place to place at the work site	Per Laborer per hour		200	
106	<b>Downtime/Demurrage</b> <b>Downtime/Demurrage/Storage and Processing Fee/Charge</b> at Baghdad International Airport	day		50	
107	<b>Downtime/Demurrage</b> <b>Downtime/Demurrage/Storage and Processing Fee/Charge</b> at Erbil International Airport	day		50	
108	<b>Downtime/Demurrage</b> <b>Downtime/Demurrage/Storage and Processing Fee/Charge</b>	day		50	

	at Basra International Airport				
109	<b>Downtime/Demurrage/Storage and Processing Fee/Charge</b> at the sea port in Umm Qasr	day		50	
110	<b>Downtime/Demurrage/Storage and Processing Fee/Charge</b> at the truck-cargo terminal in Baghdad City	day		50	
111	<b>Downtime/Demurrage/Storage and Processing Fee/Charge</b> at the truck-cargo terminal in Erbil City	day		50	
112	Shipment Convoy Border Crossing Expediting services for <b>incoming</b> shipments through the borders between Iraq and Kuwait, mainly through Safwan border	per shipment		100	
113	Shipment Convoy Border Crossing Expediting services for <b>incoming</b> shipments through the borders between Iraq and Jordan, mainly through Trebil border	per shipment		100	
114	Shipment Convoy Border Crossing Expediting services for incoming shipments through the borders between Iraq and Turkey, mainly through Zakhu border	per shipment		100	
115	Shipment Convoy Expediting services for incoming shipments through the Iraqi port of entry at Umm Qasr	per shipment		200	
116	Shipment Convoy Expediting services for <b>incoming shipments</b> through the Iraqi checkpoints to Baghdad International Zone to U.S. Government facilities	per convoy of up to 5 trucks		200	
117	Shipment Convoy Expediting services for <b>incoming shipments</b> through the Iraqi checkpoints to Baghdad International Zone to U.S. Government facilities	per convoy of 6 to 10 trucks		200	
118	Shipment Convoy Expediting services for <b>incoming shipments</b> through the Iraqi checkpoints to Baghdad International Zone to U.S. Government facilities	per convoy of 11 to 15 trucks		200	
119	Shipment Convoy Expediting services for <b>incoming shipments</b> through the Iraqi	per convoy of 16 to 19		200	

	checkpoints to Baghdad International Zone to U.S. Government facilities	trucks			
120	Shipment Convoy Expediting services for <b>incoming shipments</b> through the Iraqi checkpoints to Baghdad International Zone to U.S. Government facilities	per convoy of 20 or more trucks		200	
121	Shipment Convoy Expediting services for <b>outgoing shipments</b> from U.S. Government facilities from Baghdad International Zone	per convoy of up to 5 trucks		200	
122	Shipment Convoy Expediting services for <b>outgoing shipments</b> from U.S. Government facilities from Baghdad International Zone	per convoy of 6 to 10 trucks		200	
123	Shipment Convoy Expediting services for <b>outgoing shipments</b> from U.S. Government facilities from Baghdad International Zone	per convoy of 11 to 15 trucks		200	
124	Shipment Convoy Expediting services for <b>outgoing shipments</b> from U.S. Government facilities from Baghdad International Zone	per convoy of 16 to 19 trucks		200	
125	Shipment Convoy Expediting services for <b>outgoing shipments</b> from U.S. Government facilities from Baghdad International Zone	per convoy of 20 or more trucks		200	

TOTAL \_\_\_\_\_

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

\*\*The prospective offeror may offer its price schedule that shall be on firm-fixed price Rates

\*\*\* The prospective offeror may offer its price schedule that shall be on firm-fixed price Rates

#### B.6 FIRST OPTION YEAR PRICES

ITEM NO.	SUPPLIES OR SERVICES	UNIT OF MEASURE	UNIT PRICE	QUANTITY ESTIMATED*	AMOUNT
126	<b>Packing of HHE - Effects</b> Throughout Iraq - U.S. Embassy Baghdad, Baghdad International Zone, Baghdad Police	kilogram		300	

	Academy Annex (BPAX), U.S. Consulate General in Basrah, U.S. Consulate General in Erbil, U.S. Baghdad Diplomatic Support Center, U.S. Erbil Diplomatic Support Center, U.S. Consulate General in Kirkuk, U.S. Diplomatic Presence in Tikrit, Embassy Military Attaché and Security Assistance Annex in Baghdad				
127	<b>Packing of UAB</b> Throughout Iraq - U.S. Embassy Baghdad, Baghdad International Zone, Baghdad Police Academy Annex (BPAX), U.S. Consulate General in Basrah, U.S. Consulate General in Erbil, U.S. Baghdad Diplomatic Support Center, U.S. Erbil Diplomatic Support Center, U.S. Consulate General in Kirkuk, U.S. Diplomatic Presence in Tikrit, U.S. Embassy Military Attaché and Security Assistance Annex in Baghdad	kilogram		1500	
128	<b>Unpacking of HHE Effects</b> Throughout Iraq - U.S. Embassy Baghdad, Baghdad International Zone, Baghdad Police Academy Annex (BPAX), U.S. Consulate General in Basrah, U.S. Consulate General in Erbil, U.S. Baghdad Diplomatic Support Center, U.S. Erbil Diplomatic Support Center, U.S. Consulate General in Kirkuk, U.S. Diplomatic Presence in Tikrit, U.S. Embassy Military Attaché and Security Assistance Annex in Baghdad	kilogram		300	
129	<b>Unpacking of UAB</b> Throughout Iraq - U.S. Embassy Baghdad, Baghdad International Zone, Baghdad Police Academy Annex (BPAX), U.S. Consulate General in Basrah, U.S. Consulate General in Erbil, U.S. Baghdad Diplomatic Support Center, U.S. Erbil Diplomatic Support Center, U.S. Consulate General in Kirkuk, U.S. Diplomatic Presence in Tikrit, U.S. Embassy Military Attaché and Security Assistance Annex.	kilogram		1500	
130	<b>Storage Services - Daily Storage of Effects</b> Throughout Iraq - U.S. Embassy Baghdad, Baghdad International Zone, Baghdad Police Academy Annex (BPAX), U.S. Consulate General in Basrah, U.S. Consulate General in Erbil, U.S. Baghdad Diplomatic Support Center, U.S. Erbil Diplomatic Support Center, U.S.	kilogram		300	

	Consulate General in Kirkuk, U.S. Diplomatic Presence in Tikrit, Embassy Military Attaché and Security Assistance Annex in Baghdad				
131	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 1-(one) ton truck – Body/Panel Type Truck</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b>	per truck		15	
132	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2-(two) ton truck - Body/Panel Type Truck</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b>	per truck		15	
133	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b>	per truck		10	
134	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 10-(ten) ton truck - Body/Panel Type Truck</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b>	per truck		10	

135	<p><b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b>                  within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b></p>	per truck		20	
136	<p><b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b>                  within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b></p>	per truck		20	
137	<p><b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b>                  within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b></p>	per truck		20	
138	<p><b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b>                  within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center</b></p>	per vehicle		10	
139	<p><b>Transportation with refrigerated freezer truck from origin to destination</b>                  within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - <b>Baghdad International Airport, U.S. Embassy Baghdad</b></p>	per vehicle		10	

	International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center				
140	<b>Crane Loading/Off-loading – a 30-(thirty) ton crane</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center	per crane		10	
141	<b>Crane Loading/Off-loading – a 50-(fifty) ton crane</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center	per crane		20	
142	<b>Crane Loading/Off-loading – a 100-(hundred) ton crane</b> within Central Region (Baghdad city, Baghdad metropolitan areas and associated sites - Baghdad International Airport, U.S. Embassy Baghdad International Zone, Taji, Besmayah, Baghdad Police Academy Annex (BPAX), International Zone, U.S. Embassy Military Attaché and Security Assistance Annex, U.S. Baghdad Diplomatic Support Center	per crane		5	
143	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 1-(one) ton truck - Body/Panel Type Truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		15	
144	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2(two) ton truck - Body/Panel Type Truck</b>	per truck		15	

	within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)				
145	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		10	
146	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 10-(ten) ton truck - Body/Panel Type Truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		10	
147	<b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		20	
148	<b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		20	
149	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per truck		20	
150	<b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b>	per vehicle		10	

	within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)				
151	<b>Transportation with refrigerated freezer truck from origin to destination</b> within Southern Region (Basrah City and associated sites - U.S. Consulate General in Basrah and Basrah International Airport, Samawah City, Nassiriya City, Amarah City, Umm Qasr City)	per vehicle		10	
152	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 1-(one) ton truck - Body/Panel Type Truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conulate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		15	
153	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2-(one) ton truck - Body/Panel Type Truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conulate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		15	
154	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conulate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		10	
155	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 10-(ten) ton truck - Body/Panel Type Truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conulate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		10	

156	<b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conulate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		20	
157	<b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conulate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		20	
158	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conulate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per truck		20	
159	<b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conulate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per vehicle		10	
160	<b>Transportation with refrigerated freezer truck from origin to destination</b> within Northern Region (Erbil City and associated site – U.S. Consulate General in Erbil, U.S. Erbil Diplomatic Support Center, U.S. Conulate General in Kirkuk, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, Kirkuk City, Tikrit City)	per vehicle		10	
161	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2-(two) ton truck - Body/Panel Type Truck</b> – between Central Region and Southern Central Region (Ramadi City, Karbala City, Hillah City,	per truck		15	

	<b>Kut City, Najaf City)</b>				
162	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b> – between Central Region and <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per truck		10	
163	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 10-(ten) ton truck</b> – between Central Region and <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per truck		10	
164	<b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b> – between Central Region and <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per truck		20	
165	<b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b> – between Central Region and <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per truck		20	
166	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Central Region and <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per truck		20	
167	<b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b> – between Central Region and <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per vehicle		10	
168	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Central Region and <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per vehicle		10	
169	<b>Crane Loading/Off-loading – a 30-(thirty) ton crane</b> <b>Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)</b>	per crane		10	

170	<b>Crane Loading/Off-loading – a 50-(fifty) ton crane</b> Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)	per crane		20	
171	<b>Crane Loading/Off-loading – a 100-(hundred) ton crane</b> Southern Central Region (Ramadi City, Karbala City, Hillah City, Kut City, Najaf City)	per crane		5	
172	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2-(two) ton truck - Body/Panel Type Truck</b> – between Central Region and Southern Region	per truck		15	
173	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b> – between Central Region and Southern Region	per truck		10	
174	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 10-(ten) ton truck - Body/Panel Type Truck</b> – between Central Region and Southern Region	per truck		10	
175	<b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b> – between Central Region and Southern Region	per truck		20	
176	<b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b> – between Central Region and Southern Region	per truck		20	
177	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Central Region and Southern Region	per truck		20	
178	<b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b> – between Central Region and Southern Region	per vehicle		10	
179	<b>Transportation with refrigerated freezer truck from origin to destination</b>	per vehicle		10	

	– between Central Region and <b>Southern Region</b>				
180	<b>Crane Loading/Off-loading – a 30-(thirty) ton crane</b> <b>Southern Region</b>	per crane		10	
181	<b>Crane Loading/Off-loading – a 50-(fifty) ton crane</b> Southern Region	per crane		20	
182	<b>Crane Loading/Off-loading – a 100-(hundred) ton crane</b> Southern Region	per crane		5	
183	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 2-(two) ton truck - Body/Panel Type Truck</b> between Central Region and <b>Northern Region</b>	per truck		20	
184	<b>Freight Handling from origin to destination - Transportation of Effects/Mail in a 5-(five) ton truck - Body/Panel Type Truck</b> – between Central Region and <b>Northern Region</b>	per truck		20	
185	<b>Freight Handling from origin to destination - Transportation of Effects in a 10-(ten) ton truck - Body/Panel Type Truck</b> – between Central Region and <b>Northern Region</b>	per truck		20	
186	<b>Freight Handling from origin to destination - Transportation of Effects in a 20-(twenty) ton truck</b> – between Central Region and <b>Northern Region</b>	per truck		20	
187	<b>Freight Handling from origin to destination - Transportation of Effects in a 20'-(twenty foot) Flatbed Truck</b> One Way Trip – between Central Region and <b>Northern Region</b>	per truck		20	
188	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Central Region and <b>Northern Region</b>	per truck		20	

189	<b>Freight Handling from origin to destination - Transportation of Vehicles in Flatbed Trailer</b> – between Central Region and <b>Northern Region</b>	per vehicle		20	
190	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Central Region and <b>Northern Region</b>	per vehicle		20	
191	<b>Crane Loading/Off-loading – a 30-(thirty) ton crane</b> <b>Northern Region</b>	per crane		20	
192	<b>Crane Loading/Off-loading – a 50-(fifty) ton crane</b> <b>Northern Region</b>	per crane		20	
193	<b>Crane Loading/Off-loading – a 100-(hundred) ton crane</b> <b>Northern Region</b>	per crane		20	
194	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>Central Region, Iraq and U.S. Embassy Amman, Jordan</b>	per vehicle		10	
195	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>Central Region, Iraq and U.S. Embassy Amman, Jordan</b>	per vehicle		5	
196	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>Central South Region, Iraq and U.S. Embassy Amman, Jordan</b>	per vehicle		2	
197	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>Central South Region, Iraq and U.S. Embassy Amman, Jordan</b>	per vehicle		2	
198	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>South Region, Iraq and U.S. Embassy Amman, Jordan</b>	per vehicle		10	

199	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>South Region, Iraq</b> and <b>U.S. Embassy Amman, Jordan</b>	per vehicle		5	
200	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>Northern Region, Iraq</b> and <b>U.S. Embassy Amman, Jordan</b>	per vehicle		2	
201	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>Northern Region, Iraq</b> and <b>U.S. Embassy Amman, Jordan</b>	per vehicle		2	
202	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>Central Region, Iraq</b> and <b>U.S. Embassy Kuwait/Ali Al Salam Air Base</b>	per vehicle		10	
203	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>Central Region, Iraq</b> and <b>U.S. Embassy Kuwait/Ali Al Salam Air Base</b>	per vehicle		5	
204	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>Central South Region, Iraq</b> and <b>U.S. Embassy Kuwait/Ali Al Salam Air Base</b>	per vehicle		2	
205	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>Central South Region, Iraq</b> and <b>U.S. Embassy Kuwait/Ali Al Salam Air Base</b>	per vehicle		2	
206	<b>Freight Handling - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>South Region, Iraq</b> and <b>U.S. Embassy Kuwait/Ali Al Salam Air Base</b>	per vehicle		10	
207	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between <b>South Region, Iraq</b> and <b>U.S. Embassy Kuwait/Ali Al Salam Air Base</b>	per vehicle		5	
208	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between <b>Northern Region, Iraq</b> and <b>U.S. Embassy Kuwait/Ali Al Salam Air Base</b>	per vehicle		2	

209	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Northern Region, Iraq and U.S. Embassy Kuwait/Ali Al Salam Air Base	per vehicle		2	
210	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Central Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		10	
211	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Central Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		5	
212	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Central South Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		2	
213	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Central South Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		2	
214	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between South Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		10	
215	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between South Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General Istanbul, Turkey	per vehicle		5	
216	<b>Freight Handling from origin to destination - Transportation of Effects in a 40'-(forty foot) Flatbed Truck</b> – between Northern Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General in Istanbul, Turkey	per vehicle		2	
217	<b>Transportation with refrigerated freezer truck from origin to destination</b> – between Northern Region, Iraq and U.S. Embassy Ankara/U.S. Consulate General in Istanbul, Turkey	per vehicle		2	
218	<b>Incoming/Outgoing shipment customs clearance</b>	Per shipment		1000	

	U.S. Government Shipments - at the Iraqi border crossings at the Safwan, Ibrahim Al Khalil (Zakhu), Umm Qasr and Trebil				
219	<b>Incoming/Outgoing shipment customs clearance</b> U.S. Government Shipments - at the Iraqi border crossings at the Baghdad International Airport, Erbil International Airport and Basrah International Airport	Per shipment		500	
220	<b>Incoming/Outgoing shipment customs clearance handling fee for palletized shipment</b> U.S. Government Shipments - at the Iraqi border crossings at the Baghdad International Airport, Erbil International Airport and Basrah International Airport	Per pallet		300	
221	<b>Incoming/Outgoing shipment customs clearance handling fee for non-palletized shipment</b> U.S. Government Shipments - at the Iraqi border crossings at Baghdad International Airport, at Erbil International Airport and at Basrah International Airport	Per kilogram		300	
222	<b>Vehicle Customs Clearance and Registration</b> All types of vehicles in Iraq – at the Iraqi border crossings at the Safwan, Umm Qasr and Trebil, Baghdad International Airport, and Basrah Airport	Vehicle		200	
223	<b>Express-Mail Airfreight</b> U.S. Government Mail to World Destinations**	kilogram		1000	
224	<b>Cargo Airfreight</b> U.S. Government Shipment and UAB to World Destinations***	kilogram		1000	
225	<b>Loading/Unloading Manpower - Effects</b> Throughout Iraq, Northern Region, Central Region, Central South Region, South Region - 20-Foot Container	Per Laborer per hour		200	
226	<b>Loading/Unloading Manpower - Effects</b> Throughout Iraq, Northern Region, Central Region, Central South Region, South Region - 40-Foot Container	Per Laborer per hour		200	

227	<b>Loading/Unloading Manpower - Heavy-Lift Equipment</b> Throughout Iraq, Northern Region, Central Region, Central South Region, South Region - <b>20-Foot Container</b>	Per Laborer per hour		200	
228	<b>Loading/Unloading Manpower - Heavy-Lift Equipment</b> Throughout Iraq, Northern Region, Central Region, Central South Region, South Region - <b>40-Foot Container</b>	Per Laborer per hour		200	
229	<b>Loading/Unloading Manpower - Relocation</b> <b>Throughout Iraq - Effects Relocation from place to place at the work site</b>	Per Laborer per hour		200	
230	<b>Loading/Unloading Manpower - Relocation</b> <b>Throughout Iraq - Heavy-Lift Relocation from place to place at the work site</b>	Per Laborer per hour		200	
231	<b>Downtime/Demurrage</b> <b>Downtime/Demurrage/Storage and Processing Fee/Charge</b> <b>at Baghdad International Airport</b>	day		50	
232	<b>Downtime/Demurrage</b> <b>Downtime/Demurrage/Storage and Processing Fee/Charge</b> <b>at Erbil International Airport</b>	day		50	
233	<b>Downtime/Demurrage</b> <b>Downtime/Demurrage/Storage and Processing Fee/Charge</b> <b>at Basra International Airport</b>	day		50	
234	<b>Downtime/Demurrage/Storage and Processing Fee/Charge</b> <b>at the sea port in Umm Qasr</b>	day		50	
235	<b>Downtime/Demurrage/Storage and Processing Fee/Charge</b> <b>at the truck-cargo terminal in Baghdad City</b>	day		50	
236	<b>Downtime/Demurrage/Storage and Processing Fee/Charge</b> <b>at the truck-cargo terminal in Erbil City</b>	day		50	

237	Shipment Convoy Border Crossing Expediting services for <b>incoming</b> shipments through the borders between Iraq and Kuwait, mainly through Safwan border	per shipment		100	
238	Shipment Convoy Border Crossing Expediting services for <b>incoming</b> shipments through the borders between Iraq and Jordan, mainly through Trebil border	per shipment		100	
239	Shipment Convoy Border Crossing Expediting services for incoming shipments through the borders between Iraq and Turkey, mainly through Zaku border	per shipment		100	
240	Shipment Convoy Expediting services for incoming shipments through the Iraqi port of entry at Umm Qasr	per shipment		200	
241	Shipment Convoy Expediting services for <b>incoming shipments</b> through the Iraqi checkpoints to Baghdad International Zone to U.S. Government facilities	per convoy of up to 5 trucks		200	
242	Shipment Convoy Expediting services for <b>incoming shipments</b> through the Iraqi checkpoints to Baghdad International Zone to U.S. Government facilities	per convoy of 6 to 10 trucks		200	
243	Shipment Convoy Expediting services for <b>incoming shipments</b> through the Iraqi checkpoints to Baghdad International Zone to U.S. Government facilities	per convoy of 11 to 15 trucks		200	
244	Shipment Convoy Expediting services for <b>incoming shipments</b> through the Iraqi checkpoints to Baghdad International Zone to U.S. Government facilities	per convoy of 16 to 19 trucks		200	
245	Shipment Convoy Expediting services for <b>incoming shipments</b> through the Iraqi checkpoints to Baghdad International Zone to U.S. Government facilities	per convoy of 20 or more trucks		200	
246	Shipment Convoy Expediting services for <b>outgoing shipments</b> from U.S. Government facilities from Baghdad International Zone	per convoy of up to 5 trucks		200	
247	Shipment Convoy Expediting services for <b>outgoing shipments</b> from U.S. Government facilities from Baghdad International Zone	per convoy of 6 to 10 trucks		200	
248	Shipment Convoy Expediting services for	per convoy		200	

	<b>outgoing shipments</b> from U.S. Government facilities from Baghdad International Zone	of 11 to 15 trucks			
249	Shipment Convoy Expediting services for <b>outgoing shipments</b> from U.S. Government facilities from Baghdad International Zone	per convoy of 16 to 19 trucks		200	
250	Shipment Convoy Expediting services for <b>outgoing shipments</b> from U.S. Government facilities from Baghdad International Zone	per convoy of 20 or more trucks		200	

TOTAL \_\_\_\_\_

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

\*\*The prospective offeror may offer its price schedule that shall be on firm-fixed price Rates

\*\*\* The prospective offeror may offer its price schedule that shall be on firm-fixed price Rates

TOTAL \_\_\_\_\_

B.7 GRAND TOTAL

Base Year \_\_\_\_\_

Option Year 1 \_\_\_\_\_

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 PERFORMANCE WORK STATEMENT - SHIPPING/PACKING SERVICES****C.1 Work Requirements**

C.1.1 General. The Contractor shall provide shipping services for the U.S. Embassy Baghdad as described. This consists of transportation, packing and unpacking of goods, freight handling, trucking, forwarding, cargo storage, customs clearance, border crossing expediting services, registration of vehicles and other related services that apply to shipments originating from, consigned to, routed through, and/or moved within the geographic area(s) of Iraq, Jordan, Kuwait and Turkey.

The Contractor shall furnish all managerial, administrative, direct labor personnel, materials, equipment and transportation that are necessary to accomplish all work as required by this contract. Contractor employees shall be on site only for performance of contractual duties and not for other business purposes. Performance requirements for required work are described below.

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

**C.2 Definitions**

"Article" means one item, piece, or package and contents thereof received by the Contractor as listed on the inventory. It can be household effects, professional books, papers and equipment, privately owned vehicles, or general effects included in a shipment.

"Calendar Day" means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"Cargo" means any items consigned to the Contractor under this contract for inbound or outbound shipment, whether consisting of household effects or of U.S. Government owned materials.

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

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

"Cube" means the cubic measure of space occupied by a given article after it has been packaged for shipment.

"Effects" means those items that are the property of the U.S. Government, and are therefore to be packed and transported at U.S. Government expense. This includes office and household furniture, equipment, appliances, supplies, and consumables that, because of volume and weight, are shipped via surface freight. (note: See the clause in Section 1, Attachment 2, Paragraph 5, Clause "Prohibited items" for a listing of items which are not to be packed or transported at U.S. Government expense.)

"Estimator" means the Contractor employee who has the responsibility to evaluate and provide calculations of the price of packing work to be undertaken. This employee shall provide all calculations in writing.

"Government" means the Government of the United States of America unless specifically stated otherwise.

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

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

"Inventory" means a Contractor-prepared list originated at the time the goods are packed. Each inventory is to be reviewed and signed by the client then turned over to the Contracting Officer's Representative.

"Lift Van" means a wooden storage crate.

"Mail" means correspondence and packages originated from or destined for the United States Postal Service (U.S.P.S.) in the United States. Said mail is transported in U.S.P.S. bags and arrives or is shipped out accompanied by international mail identifying tags.

"Modular Containers" – lift vans that are reduced in size to accommodate a particular shipment.

"Net Weight" means the gross weight of a shipment less its tare weight.

"Ordering Officer" means the Contracting Officer of the U.S. Post.

"Packing" means the activities required to wrap and protect an article, properly place the article in appropriate carton or box, and stow the article and its carton or box in a lift van of sufficient size and constructed in accordance with post specifications; includes obtaining customs clearances and required documentation for shipment, (such as, via surface or air as appropriate).

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

"Professional books, papers, and equipment" means reference material, instruments, tools, and equipment peculiar to technicians, mechanics and members of the professions and special skill areas; specialized, job-related clothing not considered to be normal or usual clothing; communication equipment used by members in association with their particular specialty; and military and individually owned or specifically issued field clothing and equipment.

"Services" means the services performed, workmanship, and material furnished or utilized in the performance of the services.

"Shipping container" means a standard 20' or 40' container with strength suitable to withstand shipment, storage, and handling. In the context of international shipping trade, "container" or "shipping

container” is virtually synonymous with “(standard) intermodal freight container” (a container designed to be moved from one mode of transport to another without unloading and reloading). Said containers may be pre-packed with goods by the U.S. Government.

"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" means Unaccompanied Air Baggage. Unaccompanied Air Baggage is that portion of the total weight allowance of personal property that the client is permitted to ship via airfreight. UAB typically includes those items required for short-term housekeeping, such as clothing, linen, and kitchen items. Unaccompanied Air Baggage is an allowance afforded to U.S. Government personnel transferring from one location to another and entitled to UAB in order to have personal belongings with them at their new locations. UAB allotments are set forth in an employee's travel authorization and shipper is responsible for not exceeding said weight allowances.

“Unpacking” means the activity of opening a shipment, removing packing materials and items located therein and placing them on a clean, clear surface as directed by the Client. Unpacking includes removal of any cartons or containers and any packing materials used with the goods.

“Region” means the geographic area within the assigned land boundaries of Republic of Iraq.

“Central Region” means the land area that embraces locations between and around Baghdad City, Baghdad International Airport, U.S. Embassy Baghdad International Zone, U.S. Baghdad Diplomatic Support Center, Taji, Besmayah, Baghdad Police College Annex, International Zone, Embassy Military Attaché and Security Assistance Annex.

“South Central Region” means the land area that embraces locations between and around cities Ramadi, Karbala, Hillah, Kut and Najaf.

“South Region” means the land area that embraces locations between and around the U.S. Consulate General in Basrah City, Basrah International Airport, Samawah City, Nassiriya City, Amarah City, and Sea Port in Umm Qasr City.

“Northern Region” means the land area that embraces locations and around the U.S. Consulate General in Erbil City, Erbil International Airport, Dahuk City, Mosul City, Sulaimaniyah City, U.S. Consulate General in Kirkuk City, U.S. Diplomatic Support Center in Erbil and U.S. Diplomatic Presence in Tikrit City.

### C.3 GENERAL REQUIREMENTS.

Packing of client's Household Effects or Government-owned materials for transportation is a highly specialized function. The measure of performance shall be the condition of packed articles upon arrival at their destination. The Contractor must appreciate the importance of family possessions and U.S. Government property and always take the greatest care in handling and packing such articles. No claim for any additional compensation shall be considered unless it has been authorized by the Government in writing in advance. The Government

shall not be responsible for any work performed that is not specifically provided for under the terms of this contract or authorized by the Government in writing in advance.

#### C.4 PACKING SPECIFICATIONS AND RESPONSIBILITIES.

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

##### C.4.1 Packing Services.

C.4.1.1 The Contractor agrees to provide complete services for surveying, packing, crating, weighing, and marking of household effects, surface baggage and official Government shipments of commodities including, but not limited to, household effects, office and residential furniture, vehicles, and equipment and supplies for shipment within and from Iraq, Jordan, Kuwait and Turkey. Such services will be performed on goods located primarily within Baghdad and the International Zone and Baghdad metropolitan area, but also other areas of Iraq, Jordan, Kuwait and Turkey, as requested.

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

C.4.1.3. At the request of the Contracting Officer's Representative (COR), the Contractor shall survey the goods to be packed and furnish the Government with a written estimate of the weight and required number of lift vans or other containers in which to pack the goods to be shipped. The Contractor shall transport packing materials and vans to the designated location ready to perform the services required on the date and at the same time specified by the COR. The Government shall notify the Contractor 48 hours in advance unless otherwise mutually agreed. Any services performed outside of normal business hours as may be agreed upon between the parties to this contract shall be for the mutual convenience of the contracting parties and shall create no liability on the part of the Government for overtime or premium pay charges.

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

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

- Freezers or refrigerators shall be dry inside and the Contractor shall pad and secure all removable shelving and interior parts to prevent breakage or damage.
- Applying tightly and securely adequate steel banding to all wooden cases and containers and to the outside of other appropriate containers that may be used for shipments.

#### C.4.2 INVENTORY SYSTEM.

In conjunction with the client or his/her agent, the Contractor shall prepare six copies of an Inventory List of all articles packed, bearing the signature of the client or his/her agent together with the signature of the Contractor, both certifying to the correctness of the inventory. The Contractor shall ensure diligence in recording any unusual condition of the goods being packed by the Contractor. The inventory shall list each article. Words such as "EFFECTS" or other general descriptive terms such as marred, scratched, soiled, worn, torn, gouged, and the like shall be avoided unless they are supplemented with a statement describing the degree and location of the exception. Care in the preparation of the initial inventory will assist in protecting the client of the property and the Contractor in the event of loss and/or damage. Inventory Lists shall specify the name of the client of the goods, the date of shipment and the name of the Contractor, and contain on the form an explanation of the condition symbols and location symbols. The original of the Inventory List will be retained by the Contractor; one copy shall be given to the client or the client's agent; and the remaining copies shall be forwarded to the COR.

#### C.5 FREIGHT HANDLING.

C.5.1 The Contractor shall act on behalf of the Government on any selected incoming and outgoing Government cargo that may be assigned to the Contractor under this contract, including the effecting of necessary transport of Government cargo within Iraq, Jordan, Kuwait and Turkey. The Contractor accepts full responsibility for any and all losses and/or damage, from the time such cargo is received into the hands of the Contractor until it is released into the custody of the Government as evidenced by a signed receipt. The Contractor further agrees that in any instance involving loss or damage to the Government cargo, where the Contractor fails to exercise reasonable diligence, the Contractor shall assume full responsibility for such losses or damage including payment of claims for such losses or damage.

C.5.2 The Contractor shall transport all incoming Government cargo handled under the contract from commercial facilities at Baghdad International Airport, Erbil and Basra metropolitan areas and the ports of Umm Qasr, Safwan, Trebil, Zakhu, but also other areas of Iraq, Jordan, Kuwait and Turkey as requested, to the final destination in Iraq as directed, including off-loading from the Contractor's vehicle, as specified by the COR unless otherwise directed by the COR in writing to the Contractor.

C.5.3 The Contractor shall pick up all U.S. Government cargo handled under the contract from the U.S. Government in the U.S. Embassy Baghdad or elsewhere in Iraq, Jordan and Kuwait or elsewhere in Iraq in time to ensure delivery to Baghdad or other U.S. Government facilities within Iraq within 48 hours of the request for pickup. The Contractor shall not place cargo in any warehouse at Government expense without prior approval of the COR.

C.5.4 The Contractor shall pick up UAB for shipping from various U.S. Government residences located throughout Iraq in order to ensure delivery to Baghdad or other U.S. Government facilities within Iraq, or points in Jordan, Kuwait or Turkey, within 48 hours of the request for pick up. The Contractor shall not place cargo in any warehouse at Government expense without prior approval of the COR.

## C.6 CONTRACTOR RESPONSIBILITIES.

C.6.1 The Contractor is responsible for strict adherence to all instructions and quality requirements stated in this contract and shall provide the appropriate management effort to ensure that all services are performed.

Each packing or unpacking team shall have a team leader to supervise the workforce and serve as a liaison with the COR. This designated person shall have supervision as his/her function during the time the Contractor is in the client's facility or residence and when Household Effects, Unaccompanied Air Baggage, or other cargo is being loaded into lift vans or other shipping containers.

C.6.2 Work Skills and Experience. The Contractor shall ensure that all personnel assigned to this contract possess the skills and experience necessary for accomplishing their individual tasks.

C.6.3 English Language Qualifications. Each Team Leader must possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position. The remaining staff must be able to follow simple instructions in English, and must be able to completely understand the instructions of the Team Leader.

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

- (a) Smoke in the client's facility or residence;
- (b) Arrive at the facility or residence under the influence of drugs or alcohol, or even with alcohol on the breath;
- (c) Drink alcoholic beverages on the job, even if offered;
- (d) Use the client's bathroom or towels without permission;
- (e) Engage in prolonged discussion or argument regarding the job;
- (f) Perform any work for the client not specified in this contract; or
- (g) Request or accept any articles or currency as a gratuity from the client for work performed under this contract.

C.6.5 The Contractor shall provide to the Regional Security Office (RSO) and/or the Office of Security Cooperation-Iraq's Security Office (OSCI) required information to enter U.S. Government facilities. Such information includes, but is not limited to, driver name, driver's license number (**gensiya**), make, model, color and description of vehicle entering U.S. Government facilities, as well as escort name, destination of delivery on U.S. Government compound and anticipated start and end date of delivery. The U.S. Government recommends several days padding on each end of the anticipated delivery timeframe to avoid additional submissions due to delays in completing the delivery. Said information must be provided 72 hours in advance of the arrival of the delivery. Any delays in contract performance caused by Contractor's failure to timely file the required information and/or as a result of Contractor changing drivers or vehicles from those reported, shall be entirely borne by the Contractor.

C.6.6 The Contractor shall provide to Government of Iraq or any other autonomous government regions within the geographic borders of Iraq (such as the Kurdistan Regional Government) all required information to peacefully transit the roads and checkpoints of Iraq or any other autonomous government regions within the geographic borders of Iraq, required information to transport goods and materials within Iraq or any other autonomous government regions within the geographic borders of Iraq. Such information includes, but is

not limited to, driver name, driver's license number (**gensiya**), make, model, color and description of vehicle entering U.S. Government facilities, as well as escort name, destination of delivery on U.S. Government compound and anticipated start and end date of delivery. Said information must be provided 72 hours (or said other timeframe as may be dictated by the Government of Iraq) in advance of the commencement of the transportation of the delivery. In addition, all deliveries entering or leaving the International Zone must be announced to the Iraqi 56<sup>th</sup> Brigade. Any delays in contract performance caused by Contractor's failure to timely file the required information and/or as a result of Contractor changing drivers or vehicles from those reported, shall be entirely borne by the Contractor.

C.6.7 Contractor bears full responsibility for its personnel in Iraq. Said responsibility includes providing necessary support to ensure that any third country nationals employed by Contractor are in Iraq legally and are free to come and go as they wish. The U.S. Government assumes no responsibility in providing visa assistance to third country nationals employed by Contractor or any additional services that may be needed from time to time by said third country nationals employed by Contractor.

#### C.7 SCHEDULING AND PLANNING SHIPMENT PICKUPS.

C.7.1 SCHEDULING AND PLANNING SHIPMENT PICKUPS. The COR receives requests from clients for Household Effects pack out dates, and will coordinate the scheduling of shipments with the Contractor. The COR will give the Contractor a completed "Request for Shipment" form which is the notification of scheduling and authority to proceed if "confirmed" is indicated. This form will not be given to the Contractor unless a task order has already been issued by the Contracting Officer. If "tentative" is checked, the Contractor shall contact the COR for information/instructions.

#### C.7.2 PRE-SHIPMENT SURVEY.

Before the Effects have been packed, the Contractor shall make an on-site pre-shipment survey of the items to be shipped and/or stored to determine the approximate net weight of each category. The survey shall be conducted by an approved Estimator. The survey must list the major items of furniture, appliances and equipment which are to be included in the shipment and/or storage lot. It must also state the number of cartons and crates necessary to properly protect the loose and fragile items. The Contractor shall give a copy of each survey, signed and dated by the estimator, indicating total estimated net weight of both the export shipment and storage lot to the client **within two (2) days upon completion of the pre-shipment survey.** A pre-shipment survey which deviates more than ten percent, either high or low, in either the export or storage estimates, will be documented by the COR in the Contractor's performance file. A pre-shipment survey will not normally be required for shipments other than shipments of effects.

#### C.8 DURATION OF PACKING.

The Contractor shall perform all packing and/or pickup of household goods and personal effects on the date beginning and at the time agreed upon between the Contractor and the client or his/her agent. The client shall be any person the COR specifies as the client in the "Request for Shipment" form authorizing service. All services performed shall be performed on normal workdays, Saturday to Thursday, between the hours **of 08:00 a.m. and 05:00 p.m. except for holidays. Services may only be performed at the facilities on normal workdays,** or other than normal workdays with the mutual agreement of the parties. This agreement shall create no liability on the part of the Government for overtime or premium pay or other charges to be paid to the Contractor's employees. If the packing and/or pickup crews will arrive more than two hours later than the

scheduled time agreed upon, the Contractor shall notify both the client and the COR in advance. Authorization for any changes in date and time must be authorized by the COR.

#### C.9 TARE WEIGHT LIMITATION.

Whether for official shipments or for household effects, the tare weight shall not exceed 45% of the net weight of the articles packed. If it appears that the 45% limitation will be exceeded, the Contractor shall obtain advance approval of the COR before proceeding with the packing. The tare weight and cube of each shipment shall be the minimum that will afford adequate protection to the items being packed. Contractor shall weigh containers before packing in order to calculate net weight.

#### C.10. SHIPPING WEIGHT.

The Contractor will be advised in writing by the COR as to the maximum weight allowance to be shipped and/or stored. The Contractor shall not exceed these weights without the COR's consent. If the shipment portion exceeds the maximum authorized weight, the COR must be informed. The Contractor shall remove items specified by the COR at no additional cost to the Government or employee. If a shipment is forwarded which exceeds the maximum weight designated in writing by the COR, the Contractor shall be responsible for all costs on that portion of the shipment which exceeds the maximum weight designated.

#### C.11 RECORD KEEPING REQUIREMENTS.

C.11.1 Inventory Lists. The Contractor shall prepare a complete, accurate and legible Inventory List as the articles are packed. The client will review and sign the list. The original will be retained by the Contractor; one copy shall be given to the client or the client's agent; and the remaining copies shall be forwarded to the COR immediately after the packing is completed. All exceptions as to the condition of goods listed on the Inventory List must be brought to the client's attention before goods are removed from the government premises. The Inventory List must be signed by the client and the Contractor's Team Leader, both certifying to the correctness of the Inventory List.

The Inventory List shall show the number and contents of each carton, listed by the correct name in English AND Arabic; the date of shipment; lot number; name of Contractor; container (lift van); and, an explanation of the condition symbols used. The Contractor shall give a copy of the Inventory List to the client. Care in the preparation of the initial inventory will assist in protecting the owner of the property and the Contractor in the event of loss and/or damage. When there are two or more shipments, each shipment shall have a separate inventory and lot number. Copies of all Inventory Lists shall be provided to the COR by the Contractor.

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

C.11.1.3 The client's name shall appear on each sheet of the Inventory List, and the last sheet must also indicate the total number of boxes, total number of shipping crates (lift vans), net, tare and gross weights, with measurements and total cubic measure.

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

C.12 RESERVED**C.13 STORAGE AREA REQUIREMENTS.**

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

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

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

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

C.13.5 Household effects shall be stored on skids, dunnage, pallet bases, elevated platforms, or similar storage aids, maintaining a minimum of two inches of clearance from the floor to the bottom-most portion of the stored goods. The Contractor shall not store property in contact with exterior or interior walls.

C.14 REQUIREMENTS FOR STORAGE METHODS.

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

C.14.2 All loose-packed storage of household effects shall be of the enclosed lift van type. The Contractor shall obtain the COR's approval for any exceptions. Lift vans shall have sound walls and tops and shall be fully enclosed to prevent the entry of dust and other contaminants. The Contractor shall identify all pallet boxes and other boxes and storage containers by affixing to the front of each lift van or container a sign at least 24 centimeters by 15 centimeters in size, type set on poster board material, not hand printed, with the following legend:

U.S. Post  
(Shipper's last name)  
(Lot number)

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

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

C.14.5 The Contractor shall store rugs in fully enclosed rug tubes or rug cartons in rug racks. No more than two rugs are to be stored in each tube or carton. The Contractor shall replenish moth repellents at least every six months.

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

C.14.7 The Contractor shall store upholstered and overstuffed furniture in special enclosed lift van containers apart from other effects. Upholstered rooms must be fully enclosed areas containing only articles of furniture in loose-pack storage. Walls must have sturdy framing and be covered with a solid sheathing material such as masonite, cellotex, or plywood of a minimum thickness of one-quarter inch. Sheathing shall be free of holes and tightly joined to prevent the entry of dust and contaminants. Entry doors into such upholstered storage rooms must be kept closed at all times except during periods of actual placement into and/or removal of furniture. Any other type of upholstered storage must be specifically approved by the COR before use.

#### C.15 WAREHOUSE RECEIPT.

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

C.15.2 The Warehouse Receipt shall also indicate the name of the owner of the goods, the number of the authorization, the net weight of the storage lot, the number of items deposited, the kind of items and the condition in which they are received. The Contractor shall mail the original of the Warehouse Receipt to the COR within twenty-five calendar days of the pickup of the storage at the Government facility. If access and segregation and/or partial removal is performed, the Contractor shall prepare a new Non-Negotiable Warehouse Receipt and submit it as directed above.

#### C.16 WAREHOUSE FACILITIES.

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

- (a) Storage buildings shall be constructed, with masonry walls and floors, watertight roofs, and maintained in good condition. The building shall be kept dry, clean, well ventilated, free of dampness, free of moths, rats, mice, and insects, and in orderly condition at all times.
- (b) Each building used for storage under this contract shall have as the minimum standard for qualification either:
  - (1) an acceptable automatic fire detection and reporting system, or an acceptable automatic sprinkler system; or
  - (2) a fire prevention and control plan, posted and maintained in each building; and necessary fire extinguishers and/or approved fire-fighting apparatus available and in good working order at all times.

In addition, each storage facility must be protected by an adequate water supply for fire fighting and a fire department that is responsive twenty-four hours per day. Statements from the cognizant fire insurance rating organization shall be used by the Government as a definitive basis for determining the sufficiency or adequacy of a fire-fighting water supply and the responsiveness of a fire department to protect a facility.

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

#### C.17 NOTIFICATION OF COMPLETION OF SERVICES.

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

- a. If a shipment of other than Household Effects: Name and Agency affiliation of employee requesting the shipment. Name and Agency affiliation of employee who owns the effects.
- b. Government Agency Packing Authorization Number
- c. Ultimate destination of shipment
- d. Date of pickup, number of pieces and gross weight of shipment.
- e. Bill of Lading or Airway bill number assigned to the shipment.

C.17.1.1 A U.S. Government Bill of Lading (GBL) will be issued for each shipment by the authorizing Government Agency. The GBL will either be:

- (1) forwarded by the Government directly to the carrier specified to transport the shipment; or
- (2) 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
- (3) 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 is delivered to the carrier by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

C.18.3 Obtaining Delivery Receipt.

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

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

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

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

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

C.19.2 Condition of Vehicles. The Contractor shall maintain its vehicles in the proper mechanical condition to assure their full availability when needed, and to assure that shipments are reliably and safely transported from the residence to the appropriate staging area.

C.19.3 Non-availability of Vehicles. Should the Contractor encounter mechanical difficulties that would otherwise prevent the scheduled completion of a scheduled pick-up, the Contractor shall immediately obtain a suitable substitute vehicle at no additional cost to the Government. Non-availability of suitable vehicles shall not constitute acceptable justification for late pickup or delivery, or for additional costs to the Government.

## C.20 COMPUTATION OF WEIGHT.

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

C.20.2 The Contractor shall designate and the COR shall approve a scale to be used for determination of shipment weights. Subject scale must be officially certified **by the Iraqi Customs Authorities** as accurate and must continually display documentation in testimony thereof. All official certificates of accuracy must be periodically updated and recertified to ensure there is no lapse of certification.

C.20.3 The COR or an appointed representative may be present at the scale site when any shipment weight is taken to witness the accuracy of the reading.

C.20.4 The Contractor shall submit to the COR with each invoice a weight certificate, signed by the Government employees for whom services were rendered, and the name of any Government employee who witnessed the weight reading.

C.20.5 When the Net Weight of a shipment has not been determined by actual measurement before shipment occurs, for payment purposes the Net Weight shall be defined as two thirds of the Gross Weight of the shipment. With the invoice for each shipment, the Contractor shall submit a written justification describing why the shipment could not be weighed before it was shipped.

#### C.21 CUSTOMS CLEARANCE OF EFFECTS

The Contractor shall obtain customs clearances as per the acquired diplomatic note for customs clearance which will be furnished by the Embassy, noting the fact that all shipments consigned to the U.S. Embassy are exempt from taxes and customs duty. The Contractor shall obtain when required, all approvals from the Iraqi government to include the diplomatic note for customs clearance, expedite and follow-up on the progress of the diplomatic note for customs clearance to include Ministry of Foreign Affairs (MFA), Ministry of Finance (MOF), and Ministry of the Interior (MOI), as needed. Services shall include customs clearance at Umm Qasr, Safwan, Ibrahim Al-Khalil, Trebil, but also other areas of Iraq, Jordan and Kuwait, as requested.

The U.S. Embassy shall make available to the Contractor approved diplomatic notes for customs clearance upon receipt. Once provided to Contractor, Contractor assumes responsibility for processing the documents at the port/point of entry for incoming shipments. On the U.S. Government's authorization the Contractor shall pay all processing fees and storage fees that may be charged against shipment. The U.S. Government will reimburse the Contractor upon submittal of an invoice with receipts attached for expenses made. All of these costs and expenses shall be built into the fixed price in the pricing table for the relevant line item. These cost and expenses are not separately reimbursed.

#### C.22 CUSTOMS CLEARANCE AND REGISTRATION OF VEHICLES

The Contractor must be thoroughly familiar with the Government of Iraq (GOI) clearance process of clearing and registering (tagging) vehicles for Diplomatic Missions, including all Local Authorities of Autonomous Regions and Kurdish Authorities in Iraq. The Contractor shall obtain the required documents and approvals from the GOI or Local Authorities of Autonomous Regions or Kurdish Authorities in Iraq to include the Diplomatic Note for Customs/Tax Clearance/Exemption expedite and follow-up on the progress of the diplomatic note for customs clearance to include MFA, MOF and MOI, as needed. The Contractor shall expedite/clear the vehicles, collecting tags and registration documentation from either the MFA or the U.S. Embassy, and the Contractor shall provide to the U.S. Embassy the diplomatic and security tags for the vehicles. This process shall be completed within three (3) weeks of receipt of the diplomatic note for customs clearance from the U.S. Embassy.

#### C.23 TRAVERSING THE ROADS OF IRAQ

The Contractor shall be responsible for preparing and submitting to the appropriate GOI authorities or Local Authorities of Autonomous Regions or Kurdish Authorities in Iraq all necessary documentation in order to traverse the highways of Iraq and negotiate GOI or Local Authorities of Autonomous Regions or Kurdish checkpoints. In addition, the Contractor shall be responsible for preparing and submitting to the appropriate GOI authorities and all Local Authorities of Autonomous Regions and Kurdish Authorities in Iraq, to include the Iraqi 56<sup>th</sup> Brigade as needed, all necessary documentation in order to obtain ingress to and egress from the International Zone with vehicles carrying Effects, UAB, or cargo acquired in the execution of this contract. Contractor shall be entirely responsible for any charges, fees, or levies for meeting GOI requirements AND responsible for any paying and dealing immediately with any penalties imposed by the GOI or Local Authorities of Autonomous Regions or Kurdish Authorities in Iraq for failing to meet these requirements, including having a qualified attorney to deal immediately with property seizures (both Contractor assets AND

our assets) and detainment/incarceration of Contractor agent/employees. In the case of seizure of Embassy assets, Contractor shall be responsible for liberating them or recompensing the value within 15 days.

#### C.24 DELIVERY OF U.S. MAIL TO U.S. GOVERNMENT SITES IN IRAQ

The Contractor is to provide the following services at the fixed price stated in the pricing tables for the relevant line item:

C.24.1 Customs Clearance and Delivery of Mail from Baghdad International Airport. Contractor shall, upon receipt of approved diplomatic notes provided by the U.S. Embassy, clear the relevant mail bags from the Iraqi Customs officials at the cargo warehouse of the Baghdad International Airport (BIAP). Upon receipt of the cleared mail, Contractor shall deliver it to the U.S. Government mail facility at the Baghdad Diplomatic Support Center (former Sather Air Base) (BDSC), or other designated location, for processing.

C.24.2 Delivery of U.S. Mail to U.S. Government Sites in Iraq. In consultation with the U.S. Embassy, Contractor will establish a routing within Iraq to transport from and to BDSC or other designated location outbound and inbound delivery of mail shipments from and to all U.S. Mission sites in Iraq. At a minimum weekly service to each specified site is required. The Contractor will establish a ring route whereby incoming mail from BDSC is delivered to required sites and outbound mail is picked up simultaneously and brought back to BDSC. It is important that the mail is picked up and delivered at each site the same day of the week. The USG will expect to use the same vehicle to transport effects and cargo on the same ring routes. Contractor will provide transportation of outgoing mail from the Embassy's mail facilities to the airline Contractor at Baghdad International Airport.

C.24.3 Delivery Service to Non-U.S. Government Sites in Iraq. In addition to the weekly service set forth in Paragraph C.24.2 above, Contractor will also make deliveries to non-U.S. Government addressees on an as-needed basis. Pricing for these deliveries will be determined by the size of the vehicle and additional equipment necessary to fulfill the commitment. Please see Section B.5 BASE YEAR PRICES and B.6 FIRST OPTION YEAR PRICES.

#### C.25 UNCLASSIFIED POUCH OPERATIONS

C.25.1 Pick-up and transport of pouch items from designated terminal locations at Baghdad International Airport to diplomatic pouch receiving locations at American Embassy, Baghdad. Compare airway bills with received pouches to ensure no pouch bags are missing.

C.25.2 Prepare for onward delivery those items addressed to supported locations in Basrah and designated OSC-I sites if required.

C.25.3 Transport pouch items to supported locations in Basrah and designated OSC-I sites.

C.25.4 Provide intake services and prepare diplomatic pouches for dispatch in accordance with applicable Department of State regulations. Liaise with airlines to secure space on outbound carriers.

C.25.5 Transport diplomatic pouches to dispatch points in Iraq. Ensure that documentation is correct to allow for the dispatch of pouches using commercial or contract carriers.

C.25.6 Administration of the diplomatic pouch and mail program will follow guidance promulgated in 14 FAM and other official Department of State publications on <http://www.state.gov/m/a/dir/regs/fam/>

## C.26 UNCLASSIFIED POUCH OPERATIONS AT AMERICAN CONSULATE ERBIL

C.26.1 Pick-up and transport of pouch items from designated terminal locations at **Erbil International Airport to diplomatic pouch logistics center at COS Erbil.** Compare airway bills with received pouches to ensure no pouch bags are missing.

C.26.2 Prepare for onward delivery those items addressed to supported locations at **EBO Kirkuk and Mosel and designated OSC-I sites if required.**

C.26.3 Transport pouch items to supported locations in **Kirkuk and Mosel and designated OSC-I sites.** Obtain receipt signatures as required. Receive outgoing items from EBO Kirkuk and Mosel for transport to the logistics center at COS Erbil

C.26.4 Provide intake services and prepare diplomatic pouches for dispatch in accordance with applicable Department of State regulations. Ensure that documentation is correct to allow for the dispatch of pouches using commercial or contract carriers. Liaise with airlines to secure space on outbound carriers.

C.26.5 **Transport diplomatic pouches to dispatch points at Erbil International Airport**

C.26.6 Administration of the diplomatic pouch and mail program will follow guidance promulgated in 14 FAM and other official Department of State publications on <http://www.state.gov/m/a/dir/regs/fam/>

## C.27 BORDER CROSSING EXPEDITING SERVICES

C.27.1 The contractor shall provide border crossing expediting services at the Iraq/Kuwait, Iraq/Jordan and Iraq/Turkey border crossings. The contractor shall provide customs clearance representatives at the Trebil, Umm Qasr, Safwan and Ibrahim Al Khalil (Zakhu) border crossings. Man each border crossing as a representative of the U.S. Embassy, ensuring the smooth entrance of Embassy goods. The representatives will need to establish good working relations with the Government of Iraq (GOI) employees working in the Customs office at the border crossings. **Each representative will be issued an identification badge from the Iraqi Customs Office in Baghdad, and, according to Iraqi authorities, will have free access to Iraqi Customs officials throughout the country.** Expediting services include communication with the Embassy's Customs & Shipping Office and the Central Baghdad Customs Office if there are any delays or concerns regarding Customs paperwork or access into the country.

C.27.2 The representative will pay particular attention to food and fuel shipments entering at the Safwan and Zakhu border crossings to ensure their quick expedition through the border crossing. Food shipments will meet with armed security personnel, **provided by others,** on the Iraqi side and it is important that they gain rapid entrance into the country and remain together as a convoy.

C.27.3 The contractor shall have a primary representative and a back-up representative, fully versed in diplomatic shipments procedures and requirements.

C.27.4 The contractor shall perform the services in a careful, expeditious, timely, professional and workmanlike manner, and the services shall be performed by persons experienced in this profession. The individuals must be fluent in English and Arabic for work at the Iraq/Kuwait and Iraq/Jordan borders, and English, Arabic, and Kurdish for work at the Iraq/Turkey border.

## C.28 BAGHDAD INTERNATIONAL ZONE EXPEDITING SERVICES

C.28.1 The contractor shall arrange and facilitate access to and provide expediting to U.S. Mission Iraq convoys traveling through the International Zone (IZ). The purpose is to provide timely and efficient passage of trucks and vehicles through the Iraqi checkpoints and to their destinations in the IZ. Entry into the International Zone requires coordination with the Iraqi Army's 56<sup>th</sup> Brigade.

C.28.2 The contractor shall also provide an expeditor coordinate entry at the checkpoint 6 into the International Zone. All shipments entering this checkpoint require proper paperwork in advance. The contractor shall liaise with the U.S. Embassy's Logistic Management Center to ensure full and complete paperwork is submitted a **minimum of 24 hours in advance of the arrival of the deliveries.** The contractor shall also communicate with the GSO Customs & Shipping Supervisor, or his staff, on any areas of concern or regarding any instances requiring the Customs & Shipping Staff's attention.

C.28.3 The contractor shall have a primary representative and a back-up representative, fully versed in diplomatic shipments procedures and requirements. The Entry Checkpoint 6 into the International Zone closes each day at 17:00, so there is no need for a representative at this checkpoint past that time, except in potential emergency situations. The border crossings, however, are open 24/7. Representation in person should only be required 8-10 hours per day, with on-call representation available 24/7. Significantly fewer shipments enter at the Jordanian border, so representation is required on an as-needed basis, with focus on the southern border.

C.28.4 With respect to access to and escort through the IZ, the contractor shall obtain all necessary permits, licenses and documents for its personnel to perform the services under this contract. The contractor shall obtain all the necessary documents to enable the escorts to facilitate the unhindered access and egress of all vehicles as requested by the Embassy's Logistics Management Center (LMC). The LMC will give the contractor a listing of the vehicles to be escorted in and out of the IZ a minimum of 72 hours in advance. The contractor will be responsible for obtaining all necessary permits by submitting requests to the Minister's Council Office (MCO). Once the MCO has approved the request, the contractor shall submit the necessary documents to Camp Honor, located by the Ministry of Defense (MOD) in Baghdad. The U.S. Embassy will provide information on the rules of coordination with the Iraqi Government Forces and the Embassy's Regional Security Office. Once all approvals are obtained, the contractor shall:

- (1) Bring all documents to the designated Checkpoint and facilitate the entry of the vehicle(s) into the IZ. If necessary and requested by the U.S. Embassy, the contractor will proceed to escort the vehicle(s) to their final destination within the IZ. One escort will be required for each vehicle.
- (2) In order to exit the IZ, the contractor shall be notified 24 hours in advance if a vehicle will require an escort out of the IZ. If the vehicle will be exited with goods inside, a separate request for an exit permit will be processed by the contractor prior to escorting the vehicle out of the IZ.

C.28.5 The contractor shall follow all International Zone Checkpoint procedures as directed by a cognizant Iraqi authority. This includes coordination with the military or checkpoint post personnel, the establishment of control over convoy movement, the establishment and delineation of roles and responsibilities and the authority of the convoy escort. The contractor must provide a plan to the COR setting forth how the contractor will establish control of inbound trucks, assemble all vehicles and provide escort en route from pickup point to the final destination.

C.28.6 For access to and escort through the International Zone, the contractor shall provide staff and communications equipment required to safely escort convoys. This includes, but is not limited to vehicles and

cell phones. The contractor shall be responsible for the security and well being of his personnel. The contractor shall perform the services in a careful, expeditious, timely, professional and workmanlike manner, and the services shall be performed by persons experienced in this profession.

## SECTION D - PACKAGING AND MARKING

### D.1 CONTAINER SPECIFICATIONS

(a) Containers to be used for export shipments of effects under this contract must be soundly constructed of waterproof plywood, lined with a waterproof barrier, and reinforced with an inside framework. Wooden containers must be heat treated or fumigated based on the requirements of the destination country. Full consideration should be given to eliminating damage to the effects from exposure to inclement weather, salt water, salt atmosphere, and possible violent external forces incident to ocean and/or inland transportation and rough handling, so as to insure safe and undamaged arrival of the effects at the destination. The top of the container shall have metal roofing for shipments transiting areas of heavy rain or snowfall. Caulking compound must be used when wooden container panels are assembled to insure watertight joints. See Section J, Exhibit A - CONTAINER SPECIFICATIONS.

(b) When container shipping services are available, the containers shall be shipped and stowed inside the ship's containers; therefore, the containers shall be of the cubic measurements designed to take maximum advantage of the inside measurements of the ship's containers.

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

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

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

(2) When the Government specifies use of a used modular container in export shipment of Household Effects under this contract, the Contractor shall offer in its invoice an equitable discount from the applicable contract rate. The amount of such discount will vary according to the extent of repair needed, or other conditions of the used containers, and shall be determined on an individual case basis upon mutual appraisal by the Contractor and the COR.

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

Household Effects and Unaccompanied Air Baggage should be packed in a manner requiring the least cubic measurement, producing packages that will withstand normal movement without damage to crates, lift vans, cartons, or contents and at a minimum of weight. Further, the number and weight of boxes, crates or lift vans shall not be greater than necessary to accomplish efficient movement.

### D.3 WRAPPING AND PACKING

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

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

- (b) Floors of residences shall be covered by drop cloths or canvas to protect the surface while work is in progress.
- (c) Keep packing materials together; do not allow them to become scattered throughout the house.
- (d) All packing materials, boxes, and containers must be dry, clean, in sound condition, free of substances that might damage the contents, and of sufficient strength to protect the contents.
- (e) New cartons shall be used for packaging box springs, mattresses, linens, bedding and clothing.
- (f) Chinaware, mattresses, box springs, clothing, kitchenware, small electrical appliances, books and similar items shall be packed and sealed at residence.
- (g) Disassemble large or bulky items if this can be done without damage to the item. Nuts, bolts, screws, or other hardware shall be securely wrapped in plastic or paper, and clearly marked. This packet should be securely attached to the articles from which removed, but not in a manner that could damage the article.
- (h) Legs or other articles removed from furniture shall be properly wrapped, bundled together, identified (such as "dining room table legs, 6 each") and listed separately on the Inventory List, indicating the items on the Inventory List to which they belong.
- (i) Make a note of the articles requiring special handling and assure that these items are packed and handled and containers marked, accordingly.
- (j) Before leaving the premises, check with the client to make sure all desired packing has been completed. If packing is completed, clean up and remove all debris from the area.

#### D.4 PROHIBITED ACTIONS

Contractor employees shall not:

- (a) Attempt to disassemble, assemble, or repair electrical appliances or mechanical items;
- (b) Disconnect or connect any gas appliances;
- (c) Touch lampshade coverings or other items that could suffer stains;
- (d) Pack irons, kitchenware or other heavy pieces in barrels containing china, glassware or other breakable items;
- (e) Place pictures or mirrors between layers of bedding or linen;
- (f) Pack heavy articles on top of shoes;
- (g) Wrap books, lampshades, linens or other light-colored items in newspaper, as the newsprint will rub off and stain;
- (h) Pack cleaning compounds, soap, furniture polish or medicine in the same carton with groceries;

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

#### D.5 PROHIBITED ITEMS

Contractor SHALL NOT pack:

- (a) Live animals, birds, or plants;
- (b) Trailers, with or without other property;
- (c) Boats or component parts, including outboard motors;
- (d) Aircraft;
- (e) Alcoholic beverages, if the shipment is to the United States;
- (f) Groceries and provisions, other than those for consumption by client and immediate family;
- (g) Coins, currency, valuable papers, or jewelry, as the client must retain custody of these articles; or
- (h) Dangerous items such as loaded firearms, ammunition, explosives, flashbulbs, matches, flammables, acids, paints, or aerosol containers.

#### D.6 SPECIAL HANDLING INSTRUCTIONS

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

- (a) Professional Books, Papers and Equipment. Packing shall be in the same manner as other articles, but such items shall be packed, weighed, marked, numbered and listed separately on the Inventory List. The client will identify such items and set them apart from the rest of the Household Effects.
- (b) Articles of extraordinary value. Packing shall be performed only in the presence of the client or his/her agent. For official packing of U.S. Government articles of extraordinary value, specific instructions shall be provided to the Contractor in each case by the COR.
- (c) Art Objects and Artifacts. The packer is to note the ratio of artwork to Household Effects among the client's effects, and if the ratio appears excessive, the Contractor shall notify the COR.
- (d) Electronic Items. Since UAB is more likely to sustain damage en route, electronic equipment is recommended to be shipped as household effects and not as UAB with an estimated value over **\$1,000**. Should the client insist that such items be included in UAB, the Contractor shall advise the client of the risks of damage, advise the client that they can file a claim or obtain private insurance., The Contractor will note on the COR copy of the Inventory List that such advice was given.
- (e) Furniture. Large items of furniture that does not fit into standard cartons shall be protected with packing material and heavy gauge cardboard cut and fitted to the item. For fragile or heavy items, a wooden

crate shall be constructed around the item. Examples of items requiring such special treatment include pianos, curio cabinets, ornamental screens, and other furnishings subject to damage.

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

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

#### D.7 PROTECTION AGAINST INSECTS

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

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

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

#### D.8 WATERPROOFING

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

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

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

#### D.9 LABELING OF BOXES AND CARTONS

(a) Every box shall be clearly marked with indelible marker pen or paint to assist in location and identification of the client's effects. When a shipment is delivered to an incorrect address due to incorrect marking by the Contractor, the shipment shall be forwarded with the least possible delay to the correct location by a mode of transportation selected by the COR. The Contractor shall be held liable for all additional costs incurred by the Government due to incorrect marking by the Contractor, including charges for preparation, drayage, and transportation.

(b) All cartons shall be sequentially numbered and the contents identified (such as Kitchenware, Books, Toys, etc.) by means of indelible markings on the exterior of each box. Such markings may be handwritten, as long as they are legible.

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

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

#### D.10 PACKING ARTICLES INTO WOODEN LIFT VANS

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

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

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

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

(2) Cartons shall not be over packed. Packed cartons with bowed sides or split seams are unacceptable. Lift vans with evidence of over packing are also unacceptable. In either case, the Contractor shall be required to repack the articles in a suitable manner without additional cost to the Government.

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

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

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use a network "search engine" (e.g., Google, MSN, Yahoo, etc.) to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4	INSPECTION OF SERVICES FIXED-PRICE	AUG 1996
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52.246-14	INSPECTION OF TRANSPORTATION	APR 1984
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### E.2 FACILITIES

(a) Facilities used for the performance of services under this contract must be approved by the COR. Storage buildings shall be constructed, with masonry walls and floors, watertight roofs, and maintained in good condition. The building shall be kept dry, clean, well ventilated, free of dampness, free of moths, rats, mice and other vermin, and in orderly condition at all times.

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

(1) an acceptable automatic fire detection and reporting system, or an acceptable automatic sprinkler system; or

(2) a fire prevention and control plan, posted and maintained in each building; and necessary fire extinguishers and/or approved fire-fighting apparatus available and in good working order at all times.

In addition, each storage facility must be protected by an adequate water supply for fire fighting and a fire department that is responsive twenty-four hours per day. Statements from the cognizant fire insurance rating organization shall be used by the Government as a definitive basis for determining the sufficiency or adequacy of a fire-fighting water supply and the responsiveness of a fire department to protect a facility.

(c) All installed fire protective systems shall be accredited by the cognizant fire insurance rating organization for insurance rate credit. Each building shall have at a minimum a fire contents rate (FCR) of not more than **Sixty cents (\$0.60) per one hundred dollars (\$100.00) per year based upon eighty percent (80%) co-insured factors.**

### E.3 ADDITIONAL FACILITIES

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

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

This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all packing, transportation, packing and unpacking of goods, freight handling, forwarding, cargo storage, customs clearance, registration of vehicles and other related services set forth in the performance work statement (PWS)	C.1 thru C.19	All required services are performed and no more than one (1) customer complaint is received per month

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

E.4.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

#### E.4.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

**FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)**

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

**F.2 PERIOD OF PERFORMANCE**

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

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

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

**F.3 DELIVERY SCHEDULE**

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
C.4.1.3 Survey Request	1	within 24 hours after request	COR
C.4.2 Inventory List	6	within 2 days after completing pack-out	Original - Contractor one - client four - COR
C.7.2 Preshipment Survey Report	2	within 24 hours after survey	client & COR
C.8 Changes in date/time of packing	2	2 hours before scheduled time/date	COR client

C.12.2 Stock Levels Records	1		throughout contract period of performance	COR
C.15 Non-Negotiable Warehouse Receipt	1		25 calendar days after pickup storage at the GOV facility	original - COR
C.17.1 Notification of Completion of Services		1	Immediately upon completion of required services	COR
C.17.1.1 Notice of Availability for Shipment	1		Completion of each assigned packing effort	COR
C.17.1.1 Request for Shipping	1		24 hrs after Notice of Availability	COR
C.17.1.1 Required Shipping Documentation	1		By Date of Embarkation	COR
C.18 Receipt of Effects and Unaccompanied Air Baggage	1		Upon discovery	COR
C.18.3.1 Delivery Receipt	1		Upon completion of delivery and/or unpacking	copy to COR
C.18.3.2 Inventory List articles lost or damaged in shipment	6		7 calendar days after delivery of goods	Original - Contractor one - client one - COR
C.20.2 Certificate of scale Accuracy updated	1		every 3 months	COR
C.20.4 Weight Certificate	1		Submission with each invoice	COR
H.1 GOV Identity Cards	No. Issued		Returned upon expiration of contract or when an employee leaves Contractor service	COR
H.6 Certificate of Insurance	1		within 10 days after contract award	CO

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Supervisor of the Customs and Shipping Section of General Services Office.

#### G.1.2 DUTIES

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

### G.2 SUBMISSION OF INVOICES AND PAYMENT

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

U.S. Embassy  
Financial Management Office  
Al Khindi Street  
International Zone  
Baghdad, Iraq

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

### G.3 SELECTION OF AWARDEE FOR INDIVIDUAL TASK ORDERS

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

(b) As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$3000, the Government will follow the procedures in paragraph (c) below. If the estimate exceeds US\$3000, the Government will follow the procedures in paragraph (d) below.

(c) Orders not exceeding US\$3000 - The Government will select a Contractor for issuance of the task order. This decision will be based on the Government's best interests, which may include factors such as

estimated price; past performance record; need to meet contractual minimums; or desire to avoid exceeding task order limitations set forth in Section I, FAR 52.216-19, "Order Limitations".

(d) Orders exceeding US\$3000 - Unless one of the exceptions in paragraph (e) below applies, the Government will follow one of the following two scenarios:

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

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

(3) Regardless of whether the procedures in paragraph (1) or (2) above were followed, selection of Contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. However, the Department of State does have an Acquisition Ombudsman who will review complaints by Contractors to ensure that all Contractors are afforded a fair opportunity to be considered for these task orders, pursuant to the procedures for award of task orders established herein.

(e) Exceptions to the procedures in paragraph (d) above:

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

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

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

**G.4 The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 SECURITY

The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization. Upon approval of their utilization, the Government shall issue identity cards to Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property or while on duty at private residences. These identity cards are the property of the Government and the Contractor is responsible for their return upon expiration of the contract, when an employee leaves Contractor service, or at the request of the Government.

### H.2 STANDARDS OF CONDUCT

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

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

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

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

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

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

(g) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be

duplicated without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

### H.3 PERSONNEL HEALTH REQUIREMENTS

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

### H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

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

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

(c) **Personal Injury, Property Loss or Damage (Liability).** The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

(d) **Workers' Compensation and Employer's Liability**

Workers' Compensation and  
Occupational Disease

\*Statutory--as required by  
host country law\*

Employer's Liability

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

(f) **Permits.** Without additional cost to the Government, the contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the

Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the offeror.

#### H.5 ORDERING OFFICIAL

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

#### H.6 CERTIFICATE OF INSURANCE

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

#### **H.7 RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (February 28, 2012)**

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

##### 2. Recruitment Plan

- a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.
- b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
- c. Provide sample recruitment agreement in English.
- d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.
- e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
- f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
- g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
- h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/g/tip> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

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

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

**FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)**

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	FEB 2012
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS	APR 2010
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	JULY 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009

52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION TRANSLATION OF CONTRACT	FEB 2000
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
53.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION.	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE ALTERNATE IV (APR 1984)	AUG 1987
52.245-1	GOVERNMENT PROPERTY	JULY 2010
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUNE 2007
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-5	FAMILIARIZATION WITH CONDITIONS	APR 1984
52.247-10	NET WEIGHT - GENERAL FREIGHT	APR 1984
52.247-11	NET WEIGHT - HOUSEHOLD GOODS OR OFFICE FURNITURE	APR 1984
52.247-12	SUPERVISION, LABOR, OR MATERIALS	APR 1984
52.247-13	ACCESSORIAL SERVICES - MOVING CONTRACTS	APR 1984
52.247-14	CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT	APR 1984
52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR 1984
52.247-16	CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT	APR 1984

52.247-17	CHARGES	APR 1984
52.247-18	MULTIPLE SHIPMENTS	APR 1984
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR 1984
52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS	APR 1984
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT	APR 1984
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

(a) Definitions. As used in this clause—

“Chief of Mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General.

(1) This clause applies when Contractor personnel are required to perform outside the United States—

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission—

(A) That has been designated by the Department of State as a danger pay post (see [http://aoprals.state.gov/Web920/danger\\_pay\\_all.asp](http://aoprals.state.gov/Web920/danger_pay_all.asp)); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b) (3) (ii) of this clause, and in accordance with paragraph (i) (3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements.

(1) Specific requirements for paragraphs (e) (2) (i) through (e) (2) (vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received—

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that—

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such

employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—

(1) Process through the departure center designated in the contract or completes another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data.

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons.

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation.

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States—

(1) In a designated operational area during—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission—

(i) That has been designated by the Department of State as a danger pay post (see [http://aoprals.state.gov/Web920/danger\\_pay\\_all.asp](http://aoprals.state.gov/Web920/danger_pay_all.asp)); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

## I.2 52.216-18 ORDERING (OCT 1995)

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

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

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

## I.3 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00 or equivalent in local currency, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$100,000 or equivalent in local currency;
  - (2) Any order for a combination of items in excess of \$1,000,000 or equivalent in local currency; *or*
  - (3) A series of orders from the same ordering office within 5 (five) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (such as, includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 (two) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### I.4 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

#### I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

#### I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **two years**.

#### I.7 RESERVED

#### I.8 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.

#### I.9 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.

#### I.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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

#### I.11 52.247-23 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO HOUSEHOLD GOODS (JAN 1991) (DEVIATION)

(a) Except when loss and/or damage arise out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall be liable to the owner for the loss of and/or damage to any article while being-

- (1) Packed, picked up, loaded, transported, delivered, unloaded, or unpacked;
- (2) Stored in transit; or
- (3) Serviced (appliances, etc.) by a third person hired by the Contractor to perform the servicing.

(b) The Contractor shall be liability for loss and/or damage discovered by the owner if written notice of such loss and/or damage is dispatched to the Contractor not later than 75 days following the date of delivery.

(c) The Contractor shall indemnify the owner of the goods at a rate of \$5.00 per pound (or metric equivalent in local currency) based on the total net weight.”

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.12 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor’s employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at

<http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

I.13 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

I.14 652.243-70 NOTICES (AUG 1999)

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

I.15 652.242-73 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 subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.16 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

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

<u>Date(s) Observed</u>	<u>U.S. Federal Holiday</u>	<u>Iraqi Local Holiday</u>
Sunday, January 1, 2012	New Year's Day	
Sunday, January 15, 2012	Martin Luther King Jr.'s Birthday	
Tuesday, February 7, 2012		Prophet's Birthday*
Sunday, February 19, 2012	President's Day	
Wednesday, March 21, 2012		Eid Norooz*
Tuesday, May 1, 2012		Labor Day
Sunday, May 27, 2012	Memorial Day	
Wednesday, July 4, 2012	Independence Day	
Tuesday, August 28-30, 2012		Eid Al-Fiter*
Sunday, September 2, 2012	Labor Day	
Wednesday, October 3, 2012		Independence Day
Sunday, October 7, 2012	Columbus Day	
Thursday, October 26-28, 2012		Eid Al Adha*
Sunday, November 11, 2012	Veterans Day	
Thursday, November 22, 2012	Thanksgiving Day	
Tuesday, November 27, 2012		Islamic New Year*
Thursday, December 6, 2012		Ashura*
Tuesday, December 25, 2012	Christmas Day	

\* These particular Iraqi Holidays are determined by the lunar cycle. Exact dates must be confirmed by local authorities and are subject to change.

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

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

operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

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

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

I.17 652.242-71 NOTICE OF SHIPMENTS. (JULY 1988)

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

I.18 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial

representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a) (1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.19. 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

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

I.20 PAYMENT IN LOCAL CURRENCY

All payments shall be made in Iraqi Dinars.

I.21. 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

J.1 LIST OF ATTACHMENTS

EXHIBIT A - CONTAINER SPECIFICATIONS

EXHIBIT B - CONTRACTOR FURNISHED MATERIALS

EXHIBIT C - GOVERNMENT FURNISHED MATERIALS

EXHIBIT D - REQUEST FOR SHIPMENT

EXHIBIT E - DECLARATION OF WOOD PACKAGING FORM

EXHIBIT F - DEFENSE BASE ACT INSURANCE RATES & CONTACT INFORMATION

EXHIBIT G – RECRUITMENT PLAN (TO BE INSERTED AT TIME OF CONTRACT AWARD)

EXHIBIT H – HOUSING PLAN (TO BE INSERTED AT TIME OF CONTRACT AWARD, IF APPLICABLE)

J.2 EXHIBIT A

CONTAINER SPECIFICATIONS

- Standard 20' and 40' container
- Lift vans are rarely used but should be sized to cargo
- Crates are rarely used but should be sized to cargo
- Tri-wall boxes
- Pallets

J.3 EXHIBIT BCONTRACTOR FURNISHED MATERIALS

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

J.4 EXHIBIT C

GOVERNMENT FURNISHED PROPERTY

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

**"NONE"**

J.5 EXHIBIT D REQUEST FOR SHIPMENT

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 5
1. REQUEST NO. <b>SZE200-XX-Q-0005</b>	2. DATE ISSUED <b>1/10/XXXX</b>	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		
5A. ISSUED BY <b>General Services Office, American Embassy, 952 Franklin Lane, Rosslyn, Z</b>				6. DELIVER BY (Date) <b>February 20, XXXX</b>			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)				7. DELIVERY			
NAME <b>William Young</b>		TELEPHONE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION    OTHER (See Schedule)			
		AREA CODE	NUMBER <b>32-1-32-555</b>				
8. TO:				9. DESTINATION			
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE <b>AmEmbassy Rosslyn, c/o Applied Freight Co.</b>			
c. STREET ADDRESS				b. STREET ADDRESS <b>100 Middlesex Avenue</b>			
d. CITY		e. STATE	f. ZIP CODE	c. CITY <b>Carteret</b>			
				d. STATE <b>NJ</b>	e. ZIP CODE <b>07008</b>		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>January 25, XXXX</b>		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)		
<b>1</b>	<b>Transportation</b>	<b>5</b>	<b>EA</b>				
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS		
					NUMBER	%	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.							
13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION		
a. NAME OF QUOTER							
b. STREET ADDRESS			16. SIGNER				
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE		
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE		
					NUMBER		

STANDARD FORM 18

J.6 EXHIBIT E

DECLARATION OF WOOD PACKAGING

**TO WHOM IT MAY CONCERN**

**DECLARATION OF WOOD PACKAGING**

RE: \_\_\_\_\_

\_\_\_\_\_

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

- Heat-Treated / Kiln Dried Wood
- Manufactured Wood such as Plywood, Particleboard.
- Corrugated Cardboard.
- Fumigated Wood using the following fumigant \_\_\_\_\_.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

J.6 EXHIBIT F - DEFENSE BASE ACT INSURANCE RATES & CONTACT INFORMATION**DEFENSE BASE ACT INSURANCE RATES & CONTACT INFORMATION**Contract number: S-AQMMA-08-R-1008Contractor: Continental Insurance Co.  
333 S. Wabash Ave  
Chicago, IL 60604-4107Agent: Rutherford International  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312Primary Contact: Delia Shontere, Phone (703) 813-6507  
FAX: (703) 354-0370, Email: [delia.shontere@rutherford.com](mailto:delia.shontere@rutherford.com)Secondary Contact Sara Payne, Phone (703) 813-6503, same FAX as above  
E-mail: [sara.payne@rutherford.com](mailto:sara.payne@rutherford.com)

Rates July 22, 2011 through July 21, 2012:

Please note the rates referenced below are subject change due to an ongoing contract audit. If the audit outcome determines different rates are applicable, A/OPE will issue an additional PIB with the rates and guidance.

Description	Rate
Services	\$4.00 per \$100 of employee compensation
Construction	\$5.50 per \$100 of employee compensation
Security Contractor/Guards without Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$10.50 per \$100 of employee compensation
Aviation Related Services with Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$20.00 per \$100 of employee compensation

For the purposes of this contract, employee remuneration is defined as salary plus post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances.

Please note if a contractor is self-insured they are not required to utilize this contract. The following link provides a list of contractors approved by the Department of Labor as authorized self-insured employers to provide DBA insurance: <http://www.dol.gov/esa/owcp/dlhwc/lscarrrier.htm#authorized%20self-insured%20employers>. Contractors not on this list are not self-insured and are required to use the DoS DBA contract, except for the INL Air Wing contract.

**DEFINITION OF LABOR CATEGORIES****SERVICE:**

\$4.00/\$100

“White collar” workers such as IT Consultants, Engineers, Administrative-type Office workers, Translators, Instructors, and Restaurant type services. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

**CONSTRUCTION:**

\$5.50/\$100

“Blue collar” workers providing Construction services such as Laundry Services, Janitorial Services, Installation of Cable, Security Systems, Testing/Maintaining of Equipment, Carpentry, Electrical, Plumbing, HVAC, Elevator installation and maintenance, Concrete, Asphalt, Day Laborers, Operation, Maintenance and Repair of Heavy/Light Equipment, Mechanics, Drivers, Skilled/Unskilled Manual Labor.

**SECURITY:**

\$10.50/\$100

Personal Security Detail (PSD) and Static or Convoy Guarding property of Personnel (Iraq/Afghanistan)

**AVIATION:**

\$20.00/\$100

Pilot and Crew of any aircraft excluding ground personnel who provide maintenance or services but stay on the ground

**The labor category for this acquisition is SERVICE.**

## INSTRUCTIONS FOR COMPLETING THE US DEPT OF STATE DEFENSE BASE ACT (DBA) APPLICATION

.....

Full Name of Insured or Company and Complete Mailing Address:

This would be the name of the company that has been awarded the contract with US Dept of State. Generally, it is a company name, but it could be an Independent Consultant, hence asking for the full name of the insured or company. It should be as it is on your contract from US Dept of State (or the contract from the prime contractor if you are a subcontractor). If you are a subcontractor, you would indicate your name and address, not that of the prime contractor. You do not need to list the names of the employees (or consultants, if hired by a company) who are actually going to be doing the work overseas as the policy will be in the name of the contract holder.

[\\*\\*We can no longer allow you to include subcontractor's payroll in your DOS DBA policy. Subcontractors must obtain a DOS DBA policy in their own name. Subcontractors must provide the "prime" contract number when completing an application.](#)

Telephone Number and Fax Number

Contact Person: This would be the person we send the complete policy and invoice to (generally the person who contacts Rutherford for the coverage, but may be someone else in your company—if so, please be sure they are aware that they will be receiving this policy from Rutherford).

Payroll Records Contact: This should be a person in your accounting department that we could contact with any questions regarding payments. However, we generally will contact the contact person listed on the application first.

Coverage Effective Date: This would be the date your employee(s) leaves the U.S. to do the work, or, if outside of the U.S., the date they actually start working. All initial policies will be open for 1 year from this date, with renewal an option, if needed. If you need to add or increase coverage during the policy period, please indicate a new effective date for the change, as the policy period will remain the same based on the original effective date.

Contract Number: This is your specific contract number issued by US Dept of State. If you are a subcontractor, please indicate the prime contractor's contract number on the application and not your subcontract number.

Total Payroll: There should be only one (1) figure on the application for payroll, regardless of how many people are traveling to do the work. Payroll should be direct salary (plus overseas recruitment incentive, danger/hazard pay, and post differential if any of these apply). To calculate, you would take the daily rate of each worker multiply the number of working days only and this would equal the payroll. For example, you have 5 people working overseas on the contract for \$500 per day, for 15 days. The total payroll you would indicate on the application would be \$37,500. We would then take the \$37,500 and multiply it by the rate for the coverage and that would equal the premium we would charge. The current rates as of 7/21/11 are Service \$4.00 per \$100 of payroll; Construction \$5.50 per \$100 of payroll; Security \$10.50 per \$100 of payroll (Iraq and Afghanistan) and Aviation \$20.00 per \$100 of payroll. The premium based on the above example would be \$1,500 using the service rate. We round all payrolls and premiums to the nearest whole dollar. Independent Contractor's and Consultant's can be included in your payroll as long as there is a written employee agreement.

Provide payrolls in U.S. Dollars only – example: \$10,569.82 (ten thousand, five hundred sixty nine dollars and eighty two cents)

ARE YOU THE PRIME CONTRATOR UNDER THIS CONTRACT?  
IF NOT, PLEASE PROVIDE THE NAME OF THE PRIME CONTRACTOR:

Brief Description of Work to be performed

Principal Country(ies) in which contract will be performed

Date, Signature and Title: Please send completed DOS DBA application to Delia Shontere at [dos@rutherford.com](mailto:dos@rutherford.com). Our fax number is 703-354-0370.

Notes:

- Please do not complete and return the application to us if you have not actually been awarded a contract. If you need to know the cost for bidding purposes, please use the example above under payroll to calculate the cost.
- All of the policies we issue for this coverage are annual (1 year policies) however, we only bill premiums based on the time your employees are working overseas. Unless the workers will be overseas for at least 1 year where you can give an annual payroll. The policy can be endorsed as needed during the policy year for additional trips or to add new contracts. Please be aware that is policy is driven by the contract number. If the contract number is listed on the policy, coverage applies.
- This policy is renewable, if needed, with a renewal sheet being sent to you approximately 1 month prior to your policy expiration.
- As a condition of the policy, an audit worksheet will be sent to you indicating the contract number(s) and payroll(s) that were given to us during the year. You would then indicate the actual payroll for each contract and we would adjust the payrolls accordingly.

\*\*\*\*\*DEFINITION OF LABOR CATEGORIES\*\*\*\*\*

SERVICE:

\$4.00/\$100

“White collar” workers such as IT Consultants, Engineers, Administrative-type Office workers, Translators, Instructors, and Restaurant type services. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

CONSTRUCTION:

\$5.50/\$100

“Blue collar” workers providing Construction services such as Laundry Services, Janitorial Services, Installation of Cable, Security Systems, Testing/Maintaining of Equipment, Carpentry, Electrical, Plumbing, HVAC, Elevator installation and maintenance, Concrete, Asphalt, Day Laborers, Operation, Maintenance and Repair of Heavy/Light Equipment, Mechanics, Drivers, Skilled/Unskilled Manual Labor.

SECURITY:

\$10.50/\$100

Personal Security Detail (PSD) and Static or Convoy Guarding property of Personnel (Iraq/Afghanistan)

AVIATION:

\$20.00/\$100

Pilot and Crew of any aircraft excluding ground personnel who provide maintenance or services but stay on the ground

APPLICATION FOR DEFENSE BASE ACT COVERAGE

U.S. DEPT OF STATE

FULL NAME OF INSURED OR COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ COMPLETE  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PAYROLL RECORDS CONTACT: \_\_\_\_\_

COVERAGE EFFECTIVE DATE: \_\_\_\_\_

TYPE OF CONTRACT:

CONSTRUCTION \_\_\_ \$5.50/\$100

SECURITY \_\_\_ \$10.50/\$100

SERVICE \_\_\_ \$4.00/\$100

AVIATION \_\_\_ \$20.00/\$100

CONTRACT NUMBER: TOTAL PAYROLL

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

(Attach a separate sheet or copy application for more than 3 contracts)

ARE YOU THE PRIME CONTRATOR UNDER THIS CONTRACT? \_\_\_\_\_

IF NOT, PLEASE PROVIDE THE NAME OF THE PRIME CONTRACTOR:

BRIEF DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS CONTRACT:

DOS CONTRACTING OFFICER'S NAME & EMAIL ADDRESS: \_\_\_\_\_

PRINCIPAL COUNTRY (IES) IN WHICH CONTRACT WILL BE PERFORMED:

[\(Please provide a separate estimate for each contract. You may provide an annual estimate, if applicable, or shorter term estimate if contract is less than one year. This estimate is for the overseas portion of the contract only, and you will be billed based on your payroll estimate.\)](#)

DATE: \_\_\_\_\_ SIGNATURE/TITLE: \_\_\_\_\_

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

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

- (a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

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

- (a) The offeror certifies that -
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

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

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

(a) Definitions.

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

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

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

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

Sole Proprietorship;

Partnership;

Corporate Entity (not tax exempt);

Corporate Entity (tax exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

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

“Marginalized populations of Sudan” means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 484110, 484210, 484220, 488991, and 484121.

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

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

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

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

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

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

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

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

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

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

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

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

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

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

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

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

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

(B) Have or 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 public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

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

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

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

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

K.8. AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:

Address:

Telephone Number:

K.9. N/A

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

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

<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 **Republic of Iraq**

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) If the bidder/offeror has indicated "yes" in blocks (a) (1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

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

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

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

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

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

(End of provision)

**K.12. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)****(a) Definitions.****“Person”—****(1) Means—**

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1) (ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

**“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)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror—

(1) 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; and

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements.* The representation requirement of paragraph (c) (1) and the certification requirement of paragraph (c) (2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 SUBMISSION OF OFFERS**

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

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

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

Offerors are not required to provide all services identified in the Section B pricing tables. However, if a price is provided for a Base year line item a price must also be provided for that same service/line item in Option Year One.

L.1.2.2. Information demonstrating the offeror's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror operates an established business with a permanent address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror has all licenses and permits required by local law (see DOSAR 652.242-73 in Section I).

(6) The offeror is required to submit a **Recruitment Plan** as part of their proposal. The Recruitment Plan shall include the following at a minimum:

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.

b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.

c. Provide sample recruitment agreement in English.

d. State in the offer that the recruited employee will not be charged recruitment or any similar fees.

e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.

f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

(7) Offerors providing employer furnished housing shall submit a **Housing Plan**.

The offeror shall submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In

contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver.

L.1.2.3. In accordance with H.6, Certificate of Insurance, offeror shall either provide:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

### L.1.3 PROPRIETARY DATA

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

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

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

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

These addresses are subject to change. IF the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network "search engine" (e.g., Google, MSN, Yahoo, etc.) is suggested to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.204-6	CONTRACTOR IDENTIFICATION NUMBER – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JAN 2011
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS ALT 1	JAN 2011
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE	

	ACQUISITION	JAN 2004
52.237-1	SITE VISIT	APR 1984

### L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT.

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

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

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Contracting Officer in General Services Office at the U.S. Embassy Baghdad, Al-Khindi Street, International Zone, Baghdad.**

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

### L.4 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past **3 (three)** years;

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

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

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

### L.5 SITE VISIT

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

### L.6 PRE-PROPOSAL CONFERENCE

L.6.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on **April 21, 2012 at 15:00** hours at the U.S. Embassy Baghdad. Offerors interested in attendance should contact the following individual:

GSO/Contracting Officer [BaghdadGSOProcurement@state.gov](mailto:BaghdadGSOProcurement@state.gov)

NAME	TELEPHONE NUMBER	FAX NUMBER
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Participants will meet at the U.S. Embassy, Red CAC on Al Kindi Street, International Zone - Baghdad, Iraq. The names of the participants must be submitted not later than **16:00 hours (Baghdad Time) on Friday, April 20, 2012**. No more than **2 persons** will be admitted from each company.

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

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

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

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

#### L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Frank Ledahawsky, Deputy to the Management Counselor at +1-240-553-2409, e-mail address: [Ledahawsky@state.gov](mailto:Ledahawsky@state.gov)**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

**652.228-74 DEFENSE BASE ACT INSURANCE RATES – LIMITATION (JUN 2006)**

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, “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.

(b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:

Services @ \$4.60 per \$100.00 of employee compensation; or

Construction @ \$4.95 per \$100.00 of employee compensation.

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal.”

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 Evaluation of Proposals.**

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

**M.1.2 Basis for Award.**

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

- (a) Price will be evaluated as provided elsewhere in this section.
- (b) Technical acceptability will include a review of past performance and experience as defined in Section L.1.1, and any technical information provided by the offeror with its proposal. In addition the Government may request an appointment to look at the offeror's facilities, including equipment.
- (c) Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable laws and regulations;
  - offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). Individual awards may be for a combination of items or for all items. Therefore, offerors that cannot supply all services required are encouraged to submit offers for those services that they can provide;

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

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

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 QUANTITIES FOR EVALUATION

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

M.4 SEPARATE CHARGES

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

M.5 AWARD WITHOUT DISCUSSIONS

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

M.6 FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.