Embassy of the United States of America
Pretoria, South Africa

27 January 2014

TO: Prospective Bidders

SUBJECT: Request for Quotes number SSF750-14-Q-0116

Enclosed is a Request for Proposal (RFP) for Packing and Shipping services of Household Effects for the U. S. Mission to South Africa including Embassy Pretoria, and Consulates General Johannesburg, Durban and Cape Town.
The Embassy intends to award multiple contracts for these services.

If you would like to submit a proposal, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit to the address shown on the Standard Form 1449 that follows this letter.

The deadline for receipt of proposal is Tuesday 11 March 2014 at 16:00 local time. **No proposals will be accepted after this time.**

In order for a proposal to be considered, you must also complete and submit the following:

SF-1449 (block 17, 24 and 30). Block 24 should list the total value of the quote for the base year and the option year.
Section 1, The Schedule
Section 5, Representations and Certifications
Additional Information as required in Section 4.

A pre-proposal conference will be scheduled on **Wednesday, 12 February 2014 at 09:00 local time**. Direct any questions regarding this solicitation in writing to Lezanda Prinsloo (LezandaP@state.gov) and Jenny Kriek (KriekJX@state.gov) with a copy to the Contracting Officer (PretoriaCO@state.gov)

The U.S. Government intends to award these contracts to responsible companies submitting an acceptable proposal at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Ravindra M Srivastava

Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF 103

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE *(mm-dd-yyyy)*

4. ORDER NUMBER

5. SOLICITATION NUMBER: SSF750-14-Q-0116

6. SOLICITATION ISSUE DATE *(mm-dd-yyyy)*: 01-27-2014

7. FOR SOLICITATION INFORMATION CALL: ▶ a. NAME: Lezanda Prinsloo

b. TELEPHONE NUMBER *(No collect calls)*: +27-12-431-4466

8. OFFER DUE DATE/ LOCAL TIME: 11 March 2014 at 16:00

9. ISSUED BY CODE
U.S. Embassy Pretoria
PO Box 9536
Pretoria
0001
South Africa

10. THIS ACQUISITION IS
[X] UNRESTRICTED OR
[ ] SET ASIDE: % FOR
[ ] SMALL BUSINESS [ ] EMERGING SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A)
NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVERY TO CODE

16. ADMINISTERED BY CODE
See Block 9

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE
Designated Billing Office
U.S. Embassy Pretoria
PO Box 9536
Pretoria
0001

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Packing, freight handling, forwarding, cargo storage, customs clearance & other related services that apply to shipments originating from, consigned to, routed through, and/or moved within the geographic area(s) of PTA, JHB, CPT and DRB *(Use Reverse and/or Attach Additional Sheets as Necessary)*				0.00

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: 0.00

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ *(mm-dd-yyyy)*. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED *(mm-dd-yyyy)*

31b. NAME OF CONTRACTING OFFICER *(Type or Print)*

31c. DATE SIGNED *(mm-dd-yyyy)*

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Section 2 - Contract Clauses

- Contract Clauses
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- Solicitation Provisions
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CONTINUATION TO SF1449, RFQ SSF750-14-Q-0116
SECTION 1 - THE SCHEDULE
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SHIPPING/PACKING SERVICES

1. PERFORMANCE WORK STATEMENT

The contractor shall provide services for the United States Mission, Pretoria, South Africa, to include Consulates General at Johannesburg, Durban and Cape Town. This consists of packing, freight handling, forwarding, cargo storage, customs clearance and other related services that apply to shipments originating from, consigned to, routed through, and/or moved within the geographic area(s) of Pretoria, Johannesburg, Durban and Cape Town.

For each year of the contract, the U.S. Government guarantees a minimum order of 10,000 lbs per annum in total. The maximum amount of shipping/packing services each year of this contract will not exceed 1,950,000 lbs per annum in total.

Individual purchases shall be documented as follows:
The Contracting Officer shall issue a Task Order for each service request. Each Task will be separately funded at the time the request is submitted.

2. PERIOD OF PERFORMANCE

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

The contract will be for a one-year period, starting from the date of award and continuing for 12 months. Included in the contract are four one-year options renewable by the Government.

3. PRICING.

The firm-fixed prices below shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The prices include all expenses and materials required to complete the work.

VAT is to be reflected as a separate line item where it is applicable.

If there isn't a charge for a line item enter "N/C" into the line item pricing schedule.

The currency of this contract is _____(offeror to identify currency.)"

The Contractor warrants that the prices quoted herein include all expenses incident to the services to be performed and materials to be provided. Payments shall be limited to actual services rendered. No claim for additional compensation shall be considered unless it has been authorized by the Contracting Officer in writing in advance. The Government shall not be responsible for any work performed which is not specifically provided for under the terms of this contract or not specifically authorized by the Contracting Officer in writing in advance.

3.1. BASE PERIOD PRICES (starting on the date of contract award and continuing for a period of 12 months)

3.1.1. OUTBOUND UNACCOMPANIED BAGGAGE – costs include the preparation of the shipment for airfreight, packing and delivery to the closest airport OR Tambo International Airport (Johannesburg), Cape Town International Airport, and King Shaka International Airport (Durban) from the employee's residence. Costs are based on gross weight in pounds.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost per lb. Gross weight (Minimum of 250 lbs applies)	Per lb		50,000 lbs.			

3.1.2. OUTBOUND – SURFACE SHIPMENTS – costs include export packing, crating, temporary storage and delivery of personal and household effects to the Contractor's depot for final containerization, as well as the preparation of liftvans in accordance with Attachments 1 and 2. Costs are based on net weight per pound (lb) and exclude the weight of liftvans.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per lb net weight utilizing government owned liftvans	Per lb		400,000 lbs.			
b) Cost per lb net weight utilizing contractor constructed liftvans	Per lb		100,000 lbs.			
c) Cost of providing galvanized tops for standard size liftvans. To be provided only upon receipt of a written instruction from the COR	Per Liftvan		4 Liftvans			
d) Cost of road haulage of container from Contractor's Gauteng Depot to port of Durban	See below		See below			

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Per 20 ft. container	Per 20 ft. container		30			
Per 40 ft. container	Per 40 ft. container		10			
e) Cost of road haulage of containers from Contractor's Durban Depot to Durban port	See below		See below			
Per 20 ft. container			3			
Per 40 ft. container			2			
f) Cost of road haulage of containers from Contractor's Cape Town Depot to Cape Town port	See below		See below			
Per 20 ft. container	Per 20 ft. container		10			
Per 40 ft. container	Per 40 ft. container		3			

3.1.3. Outbound – Cost for delivery to closest airport to the employee's residence of packed household effects shipments when shipped by air instead of surface due to a cost saving to the U.S. Government, including but not limited to military shipments.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Johannesburg/Pretoria depot to OR Tambo International Airport (Johannesburg)	Per lb		25,000			
b) Cape Town depot to Cape Town International Airport	Per lb		14,000			
c) Durban depot to King Shaka International Airport (Durban)	Per lb		1,000			

A. Domestic/Local moves within the Pretoria/Johannesburg area cost of packing household effects including transportation from one location to another and unpacking.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost of packing; transportation and unpacking	Per cubic foot		4,000			

B. Long distance moves of household effects including the packing, transportation and unpacking.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Long distance moves of household effects to and from the following destinations.	See Below					
a) Pretoria/Johannesburg to Cape Town.	Per lb		7,200 lbs.			
b) Pretoria/ Johannesburg to Durban	Per lb		7,200 lbs.			
c) Pretoria to Johannesburg or Johannesburg to Pretoria	Per lb		7,200 lbs.			

3.1.4. Fumigation services for all outbound consignments.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Fumigation of wooden liftvans	Per Liftvan		500			
b) Fumigation of airfreight containers triwall	Per Airfreight Container		200			
c) Fumigation of steel containers.						
Per 20 ft. container	Per 20 ft. container		98			
Per 40 ft. container	Per 40 ft. container		2			
d) Fumigation of motor vehicles	Per Vehicle		30			

3.1.5. Outbound – Privately Owned Motor Vehicles. Cost includes receiving inspection reports, pre-shipment service, preparation and containerization of vehicles for shipment.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost includes receiving inspection reports, pre-shipment service, preparation and containerization of vehicle for shipment	Per Vehicle		30			

3.1.6. INBOUND SHIPMENTS – Cost for temporary storage, delivery, unpacking, removal of debris for personal and household effects received via surface facilities, and for storage of U.S. Government owned liftvans. Cost is per pound (lb) gross weight excluding the weight of the steel shipping container. Minimum of 500 lbs. per shipment applies

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per lb including unpacking and removal of debris and including storage of U.S. Government owned liftvans.	Per lb		250,000 lbs			
b) Cost per lb including unpacking and removal of debris and excluding storage of U.S. Government owned liftvans.	Per lb		150,000 lbs			
c) Cost per lb excluding unpacking and removal of debris and including storage of U.S. Government owned liftvans.	Per lb		150,000 lbs			
d) Cost per lb excluding unpacking and removal of debris and excluding storage of U.S. Government owned liftvans.	Per lb		50,000 lbs			
e) Cost to turn-in of empty containers to closest depot (Durban to Durban depot, Cape Town to Cape Town depot, Johannesburg and Pretoria to Gauteng depot)	See Below		See Below			

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Per 20 ft. container	Per 20 ft. container		24			
Per 40 ft. container	Per 40 ft. container		60			
f) Cost for the turn in of empty container bound for Gauteng to a depot in Durban if required by the steamship operator.	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		2			
Per 40 ft. container	Per 40 ft. container		3			

3.1.7. Cost to deliver containers on the ground to a U.S. Government facility including the utilization of a crane.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost includes the collection of the container by crane from contractor's local depot, transport to a Government facility located in Pretoria, Johannesburg, Durban and Cape Town and the delivery of the container on the ground at U.S. facility.	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		2			
Per 40 ft. container	Per 40 ft. container		1			

3.1.8. Privately owned motor vehicles (POV): Cost for receiving vehicles in containers, preparing condition reports and undertaking pre-delivery services in accordance with Section 3.23

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per vehicle ex container including pre-delivery service	Per Vehicle		10			

3.1.9. Re-weighing – For undertaking re-weighing of inbound consignments to determine the net weight for billing purposes or upon request by the COR for verification purposes.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per consignment packed in liftvans	Per Consignment		10			
b) Cost per lb for consignments received loose packed.	Per lb		7,200 lbs			

3.1.10. Temporary storage – Storage costs per cubic foot.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per day for 100 cubic foot – 1 to 30 days	Per 100 cu. ft. per day		2,000 cu. ft. for 30 days			
b) Cost per day for 100 cubic foot – beyond 30 days.	Per 100 cu. ft. per day		2,000 cu. ft. for 30 days			
c) Cost for Temporary storage per vehicle – 1 to 30 days	Per Vehicle/Per day		4 vehicles for 30 days			
d) Cost for Temporary storage per vehicle beyond 30 days	Per Vehicle/Per day		2 vehicles for 30 days			

3.1.11. Collection and storage of empty liftvans from incumbent contractor, currently located in the Johannesburg-Pretoria area

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Collection of liftvans from incumbent	Per liftvan		30			
b) Storage of liftvans	Per liftvan per month		30 vans for 12 months			

TOTAL ESTIMATED AMOUNT FOR BASE YEAR (VAT Inclusive): _____

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

3.2. FIRST OPTION YEAR PRICES (starting 12 months after the date of contract award and continuing for a period of 12 months)

3.2.1. OUTBOUND UNACCOMPANIED BAGGAGE – costs include the preparation of the shipment for airfreight, packing and delivery to the closest airport OR Tambo International Airport (Johannesburg), Cape Town International Airport, and King Shaka International Airport (Durban) from the employee's residence. Costs are based on gross weight in pounds.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost per lb. Gross weight (Minimum of 250 lbs applies)	Per lb		50,000 lbs.			

3.2.2. OUTBOUND – SURFACE SHIPMENTS – costs include export packing, crating, temporary storage and delivery of personal and household effects to the Contractor's depot for final containerization, as well as the preparation of liftvans in accordance with Attachments 1 and 2. Costs are based on net weight per pound (lb) and exclude the weight of liftvans.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per lb net weight utilizing government owned liftvans	Per lb		400,000 lbs.			
b) Cost per lb net weight utilizing contractor constructed liftvans	Per lb		100,000 lbs.			
c) Cost of providing galvanized tops for standard size liftvans. To be provided only upon receipt of a written instruction from the COR	Per Liftvan		4 Liftvans			
d) Cost of road haulage of container from Contractor's Gauteng Depot to port of Durban	See below		See below			

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Per 20 ft. container	Per 20 ft. container		30			
Per 40 ft. container	Per 40 ft. container		10			
e) Cost of road haulage of containers from Contractor's Durban Depot to Durban port	See below		See below			
Per 20 ft. container			3			
Per 40 ft. container			2			
f) Cost of road haulage of containers from Contractor's Cape Town Depot to Cape Town port	See below		See below			
Per 20 ft. container	Per 20 ft. container		10			
Per 40 ft. container	Per 40 ft. container		3			

3.2.3. Outbound – Cost for delivery to closest airport to the employee's residence of packed household effects shipments when shipped by air instead of surface due to a cost saving to the U.S. Government, including but not limited to military shipments.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Johannesburg/Pretoria depot to OR Tambo International Airport (Johannesburg)	Per lb		25,000			
b) Cape Town depot to Cape Town International Airport	Per lb		14,000			
c) Durban depot to King Shaka International Airport (Durban)	Per lb		1,000			

A. Domestic/Local moves within the Pretoria/Johannesburg area cost of packing household effects including transportation from one location to another and unpacking.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost of packing; transportation and unpacking	Per cubic foot		4,000			

B. Long distance moves of household effects including the packing, transportation and unpacking.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Long distance moves of household effects to and from the following destinations.	See below		See below			
a) Pretoria/Johannesburg to Cape Town.	Per lb		7,200 lbs.			
b) Pretoria/ Johannesburg to Durban	Per lb		7,200 lbs.			
c) Pretoria to Johannesburg or Johannesburg to Pretoria	Per lb		7,200 lbs.			

3.2.4. Fumigation services for all outbound consignments.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Fumigation of wooden liftvans	Per Liftvan		500			
b) Fumigation of airfreight containers triwall	Per Airfreight Container		200			
c) Fumigation of steel containers.						
Per 20 ft. container	Per 20 ft. container		98			
Per 40 ft. container	Per 40 ft. container		2			
d) Fumigation of motor vehicles	Per Vehicle		30			

3.2.5. Outbound – Privately Owned Motor Vehicles. Cost includes receiving inspection reports, pre-shipment service, preparation and containerization of vehicles for shipment.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost includes receiving inspection reports, pre-shipment service, preparation and containerization of vehicle for shipment	Per Vehicle		30			

3.2.6. INBOUND SHIPMENTS – Cost for temporary storage, delivery, unpacking, removal of debris for personal and household effects received via surface facilities, and for storage of U.S. Government owned liftvans. Cost is per pound (lb) gross weight excluding the weight of the steel shipping container. Minimum of 500 lbs. per shipment applies

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per lb including unpacking and removal of debris and including storage of U.S. Government owned liftvans.	Per lb		250,000 lbs			
b) Cost per lb including unpacking and removal of debris and excluding storage of U.S. Government owned liftvans.	Per lb		150,000 lbs			
c) Cost per lb excluding unpacking and removal of debris and including storage of U.S. Government owned liftvans.	Per lb		150,000 lbs			
d) Cost per lb excluding unpacking and removal of debris and excluding storage of U.S. Government owned liftvans.	Per lb		50,000 lbs			
e) Cost to turn-in of empty containers to closest depot (Durban to Durban depot, Cape Town to Cape Town depot, Johannesburg and	See Below		See Below			

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Pretoria to Gauteng depot)						
Per 20 ft. container	Per 20 ft. container		24			
Per 40 ft. container	Per 40 ft. container		60			
f) Cost for the turn in of empty container bound for Gauteng to a depot in Durban if required by the steamship operator.	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		2			
Per 40 ft. container	Per 40 ft. container		3			

3.2.7. Cost to deliver containers on the ground to a U.S. Government facility including the utilization of a crane.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost includes the collection of the container by crane from contractor's local depot, transport to a Government facility located in Pretoria, Johannesburg, Durban and Cape Town and the delivery of the container on the ground at U.S. facility.	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		2			
Per 40 ft. container	Per 40 ft. container		1			

3.2.8. Privately owned motor vehicles (POV): Cost for receiving vehicles in containers, preparing condition reports and undertaking pre-delivery services in accordance with Section 3.23.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per vehicle ex container including pre-delivery service	Per Vehicle		10			

3.2.9. Re-weighing – For undertaking re-weighing of inbound consignments to determine the net weight for billing purposes or upon request by the COR for verification purposes.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per consignment packed in liftvans	Per Consignment		10			
b) Cost per lb for consignments received loose packed.	Per lb		7,200 lbs			

3.2.10. Temporary storage – Storage costs per cubic foot.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per day for 100 cubic foot – 1 to 30 days	Per 100 cu. ft. per day		2,000 cu. ft. for 30 days			
b) Cost per day for 100 cubic foot – beyond 30 days.	Per 100 cu. ft. per day		2,000 cu. ft. for 30 days			
c) Cost for Temporary storage per vehicle – 1 to 30 days	Per Vehicle/Per day		4 vehicles for 30 days			
d) Cost for Temporary storage per vehicle beyond 30 days	Per Vehicle/Per day		2 vehicles for 30 days			

3.2.11. Storage of empty liftvans

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Storage of liftvans	Per liftvan per month		30 vans for 12 months			

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 1 (VAT Inclusive): _____

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

3.3. SECOND OPTION YEAR PRICES (starting 24 months after the date of contract award and continuing for a period of 12 months)

3.3.1. OUTBOUND UNACCOMPANIED BAGGAGE – costs include the preparation of the shipment for airfreight, packing and delivery to the closest airport OR Tambo International Airport (Johannesburg), Cape Town International Airport, and King Shaka International Airport (Durban) from the employee's residence. Costs are based on gross weight in pounds.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost per lb. Gross weight (Minimum of 250 lbs applies)	Per lb		50,000 lbs.			

3.3.2. OUTBOUND – SURFACE SHIPMENTS – costs include export packing, crating, temporary storage and delivery of personal and household effects to the Contractor's depot for final containerization, as well as the preparation of liftvans in accordance with Attachments 1 and 2. Costs are based on net weight per pound (lb) and exclude the weight of liftvans.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per lb net weight utilizing government owned liftvans	Per lb		400,000 lbs.			
b) Cost per lb net weight utilizing contractor constructed liftvans	Per lb		100,000 lbs.			
c) Cost of providing galvanized tops for standard size liftvans. To be provided only upon receipt of a written instruction from the COR	Per Liftvan		4 Liftvans			
d) Cost of road haulage of container from Contractor's Gauteng Depot to port of Durban	See below		See below			
Per 20 ft. container	Per 20 ft. container		30			

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Per 40 ft. container	Per 40 ft. container		10			
e) Cost of road haulage of containers from Contractor's Durban Depot to Durban port	See below		See below			
Per 20 ft. container			3			
Per 40 ft. container			2			
f) Cost of road haulage of containers from Contractor's Cape Town Depot to Cape Town port	See below		See below			
Per 20 ft. container	Per 20 ft. container		10			
Per 40 ft. container	Per 40 ft. container		3			

3.3.3. Outbound – Cost for delivery to closest airport to the employee's residence of packed household effects shipments when shipped by air instead of surface due to a cost saving to the U.S. Government, including but not limited to military shipments.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Johannesburg/Pretoria depot to OR Tambo International Airport (Johannesburg)	Per lb		25,000			
b) Cape Town depot to Cape Town International Airport	Per lb		14,000			

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
c) Durban depot to King Shaka International Airport (Durban)	Per lb		1,000			

A. Domestic/Local moves within the Pretoria/Johannesburg area cost of packing household effects including transportation from one location to another and unpacking.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost of packing transportation and unpacking	Per cubic foot		4,000			

B. Long distance moves of household effects including the packing, transportation and unpacking.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Long distance moves of household effects to and from the following destinations.	See below		See below			
a) Pretoria/Johannesburg to Cape Town.	Per lb		7,200 lbs.			
b) Pretoria/ Johannesburg to Durban	Per lb		7,200 lbs.			
c) Pretoria to Johannesburg or Johannesburg to Pretoria	Per lb		7,200 lbs.			

3.3.4. Fumigation services for all outbound consignments.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Fumigation of wooden liftvans	Per Liftvan		500			
b) Fumigation of airfreight containers triwall	Per Airfreight Container		200			
c) Fumigation of steel containers.						
Per 20 ft. container	Per 20 ft. container		98			
Per 40 ft. container	Per 40 ft. container		2			
d) Fumigation of motor vehicles	Per Vehicle		30			

3.3.5. Outbound – Privately Owned Motor Vehicles. Cost includes receiving inspection reports, pre-shipment service, preparation and containerization of vehicles for shipment.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost includes receiving inspection reports, pre-shipment service, preparation and containerization of vehicle for shipment	Per Vehicle		30			

3.3.6. INBOUND SHIPMENTS – Cost for temporary storage, delivery, unpacking, removal of debris for personal and household effects received via surface facilities, and for storage of U.S. Government owned liftvans. Cost is per pound (lb) gross weight excluding the weight of the steel shipping container. Minimum of 500 lbs. per shipment applies

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per lb including unpacking and removal of debris and including storage of U.S. Government owned liftvans.	Per lb		250,000 lbs			
b) Cost per lb including unpacking and removal of debris and excluding storage of U.S. Government owned liftvans.	Per lb		150,000 lbs			
c) Cost per lb excluding unpacking and removal of debris and including storage of U.S. Government owned liftvans.	Per lb		150,000 lbs			
d) Cost per lb excluding unpacking and removal of debris and excluding storage of U.S. Government owned liftvans.	Per lb		50,000 lbs			
e) Cost to turn-in of empty containers to closest depot (Durban to Durban depot, Cape Town to Cape Town depot, Johannesburg and Pretoria to Gauteng depot)	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		24			
Per 40 ft. container	Per 40 ft. container		60			
f) Cost for the turn in of empty container bound for Gauteng to a depot in Durban if required by the steamship operator.	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		2			
Per 40 ft. container	Per 40 ft. container		3			

3.3.7. Cost to deliver containers on the ground to a U.S. Government facility including the utilization of a crane.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost includes the collection of the container by crane from contractor's local depot, transport to a Government facility located in Pretoria, Johannesburg, Durban and Cape Town and the delivery of the container on the ground at U.S. facility.	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		2			
Per 40 ft. container	Per 40 ft. container		1			

3.3.8. Privately owned motor vehicles (POV): Cost for receiving vehicles in containers, preparing condition reports and undertaking pre-delivery services in accordance with Section 3.23.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per vehicle ex container including pre-delivery service	Per Vehicle		10			

3.3.9. Re-weighing – For undertaking re-weighing of inbound consignments to determine the net weight for billing purposes or upon request by the COR for verification purposes.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per consignment packed in liftvans	Per Consignment		10			
b) Cost per lb for consignments received loose packed.	Per lb		7,200 lbs			

3.3.10. Temporary storage – Storage costs per cubic foot.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per day for 100 cubic foot – 1 to 30 days	Per 100 cu. ft. per day		2,000 cu. ft. for 30 days			
b) Cost per day for 100 cubic foot – beyond 30 days.	Per 100 cu. ft. per day		2,000 cu. ft. for 30 days			
c) Cost for Temporary storage per vehicle – 1 to 30 days	Per Vehicle/Per day		4 vehicles for 30 days			
d) Cost for Temporary storage per vehicle beyond 30 days	Per Vehicle/Per day		2 vehicles for 30 days			

3.3.11. Storage of empty liftvans

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Storage of liftvans	Per liftvan per month		30 vans for 12 months			

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 2 (VAT Inclusive): _____

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

3.4. THIRD OPTION YEAR PRICES (starting 36 months after the date of contract award and continuing for a period of 12 months)

3.4.1. OUTBOUND UNACCOMPANIED BAGGAGE – costs include the preparation of the shipment for airfreight, packing and delivery to the closest airport OR Tambo International Airport (Johannesburg), Cape Town International Airport, and King Shaka International Airport (Durban) from the employee's residence. Costs are based on gross weight in pounds.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost per lb. Gross weight (Minimum of 250 lbs applies)	Per lb		50,000 lbs.			

3.4.2. OUTBOUND – SURFACE SHIPMENTS – costs include export packing, crating, temporary storage and delivery of personal and household effects to the Contractor's depot for final containerization, as well as the preparation of liftvans in accordance with Attachments 1 and 2. Costs are based on net weight per pound (lb) and exclude the weight of liftvans.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per lb net weight utilizing government owned liftvans	Per lb		400,000 lbs.			
b) Cost per lb net weight utilizing contractor constructed liftvans	Per lb		100,000 lbs.			
c) Cost of providing galvanized tops for standard size liftvans. To be provided only upon receipt of a written instruction from the COR	Per Liftvan		4 Liftvans			
d) Cost of road haulage of container from Contractor's Gauteng Depot to port of Durban	See below		See below			
Per 20 ft. container	Per 20 ft. container		30			

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Per 40 ft. container	Per 40 ft. container		10			
e) Cost of road haulage of containers from Contractor's Durban Depot to Durban port	See below		See below			
Per 20 ft. container			3			
Per 40 ft. container			2			
f) Cost of road haulage of containers from Contractor's Cape Town Depot to Cape Town port	See below		See below			
Per 20 ft. container	Per 20 ft. container		10			
Per 40 ft. container	Per 40 ft. container		3			

3.4.3. Outbound – Cost for delivery to closest airport to the employee's residence of packed household effects shipments when shipped by air instead of surface due to a cost saving to the U.S. Government, including but not limited to military shipments.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Johannesburg/Pretoria depot to OR Tambo International Airport (Johannesburg)	Per lb		25,000			
b) Cape Town depot to Cape Town International Airport	Per lb		14,000			

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
c) Durban depot to King Shaka International Airport (Durban)	Per lb		1,000			

A. Domestic/Local moves within the Pretoria/Johannesburg area cost of packing household effects including transportation from one location to another and unpacking.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost of packing transportation and unpacking	Per cubic foot		4,000			

B. Long distance moves of household effects including the packing, transportation and unpacking.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Long distance moves of household effects to and from the following destinations.	See below		See below			
a) Pretoria/Johannesburg to Cape Town.	Per lb		7,200 lbs.			
b) Pretoria/ Johannesburg to Durban	Per lb		7,200 lbs.			
c) Pretoria to Johannesburg or Johannesburg to Pretoria	Per lb		7,200 lbs.			

3.4.4. Fumigation services for all outbound consignments.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Fumigation of wooden liftvans	Per Liftvan		500			
b) Fumigation of airfreight containers triwall	Per Airfreight Container		200			
c) Fumigation of steel containers.						
Per 20 ft. container	Per 20 ft. container		98			
Per 40 ft. container	Per 40 ft. container		2			
d) Fumigation of motor vehicles	Per Vehicle		30			

3.4.5. Outbound – Privately Owned Motor Vehicles. Cost includes receiving inspection reports, pre-shipment service, preparation and containerization of vehicles for shipment.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost includes receiving inspection reports, pre-shipment service, preparation and containerization of vehicle for shipment	Per Vehicle		30			

3.4.6. INBOUND SHIPMENTS – Cost for temporary storage, delivery, unpacking, removal of debris for personal and household effects received via surface facilities, and for storage of U.S. Government owned liftvans. Cost is per pound (lb) gross weight excluding the weight of the steel shipping container. Minimum of 500 lbs. per shipment applies

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per lb including unpacking and removal of debris and including storage of U.S. Government owned liftvans.	Per lb		250,000 lbs			
b) Cost per lb including unpacking and removal of debris and excluding storage of U.S. Government owned liftvans.	Per lb		150,000 lbs			
c) Cost per lb excluding unpacking and removal of debris and including storage of U.S. Government owned liftvans.	Per lb		150,000 lbs			
d) Cost per lb excluding unpacking and removal of debris and excluding storage of U.S. Government owned liftvans.	Per lb		50,000 lbs			
e) Cost to turn-in of empty containers to closest depot (Durban to Durban depot, Cape Town to Cape Town depot, Johannesburg and Pretoria to Gauteng depot)	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		24			
Per 40 ft. container	Per 40 ft. container		60			
f) Cost for the turn in of empty container bound for Gauteng to a depot in Durban if required by the steamship operator.	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		2			
Per 40 ft. container	Per 40 ft. container		3			

3.4.7. Cost to deliver containers on the ground to a U.S. Government facility including the utilization of a crane.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost includes the collection of the container by crane from contractor's local depot, transport to a Government facility located in Pretoria, Johannesburg, Durban and Cape Town and the delivery of the container on the ground at U.S. facility.	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		2			
Per 40 ft. container	Per 40 ft. container		1			

3.4.8. Privately owned motor vehicles (POV): Cost for receiving vehicles in containers, preparing condition reports and undertaking pre-delivery services in accordance with Section 3.23.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per vehicle ex container including pre-delivery service	Per Vehicle		10			

3.4.9. Re-weighing – For undertaking re-weighing of inbound consignments to determine the net weight for billing purposes or upon request by the COR for verification purposes.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per consignment packed in liftvans	Per Consignment		10			
b) Cost per lb for consignments received loose packed.	Per lb		7,200 lbs			

3.4.10. Temporary storage – Storage costs per cubic foot.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per day for 100 cubic foot – 1 to 30 days	Per 100 cu. ft. per day		2,000 cu. ft. for 30 days			
b) Cost per day for 100 cubic foot – beyond 30 days.	Per 100 cu. ft. per day		2,000 cu. ft. for 30 days			
c) Cost for Temporary storage per vehicle – 1 to 30 days	Per Vehicle/Per day		4 vehicles for 30 days			
d) Cost for Temporary storage per vehicle beyond 30 days	Per Vehicle/Per day		2 vehicles for 30 days			

3.4.11. Storage of empty liftvans

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Storage of liftvans	Per liftvan per month		30 vans for 12 months			

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 3 (VAT Inclusive): _____

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

3.5. FOURTH OPTION YEAR PRICES (starting 48 months after the date of contract award and continuing for a period of 12 months)

3.5.1. OUTBOUND UNACCOMPANIED BAGGAGE – costs include the preparation of the shipment for airfreight, packing and delivery to the closest airport OR Tambo International Airport (Johannesburg), Cape Town International Airport, and King Shaka International Airport (Durban) from the employee's residence. Costs are based on gross weight in pounds.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost per lb. Gross weight (Minimum of 250 lbs applies)	Per lb		50,000 lbs.			

3.5.2. OUTBOUND – SURFACE SHIPMENTS – costs include export packing, crating, temporary storage and delivery of personal and household effects to the Contractor's depot for final containerization, as well as the preparation of liftvans in accordance with Attachments 1 and 2. Costs are based on net weight per pound (lb) and exclude the weight of liftvans.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per lb net weight utilizing government owned liftvans	Per lb		400,000 lbs.			
b) Cost per lb net weight utilizing contractor constructed liftvans	Per lb		100,000 lbs.			
c) Cost of providing galvanized tops for standard size liftvans. To be provided only upon receipt of a written instruction from the COR	Per Liftvan		4 Liftvans			
d) Cost of road haulage of container from Contractor's Gauteng Depot to port of Durban	See below		See below			

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Per 20 ft. container	Per 20 ft. container		30			
Per 40 ft. container	Per 40 ft. container		10			
e) Cost of road haulage of containers from Contractor's Durban Depot to Durban port	See below		See below			
Per 20 ft. container			3			
Per 40 ft. container			2			
f) Cost of road haulage of containers from Contractor's Cape Town Depot to Cape Town port	See below		See below			
Per 20 ft. container	Per 20 ft. container		10			
Per 40 ft. container	Per 40 ft. container		3			

3.5.3. Outbound – Cost for delivery to closest airport to the employee's residence of packed household effects shipments when shipped by air instead of surface due to a cost saving to the U.S. Government, including but not limited to military shipments.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Johannesburg/Pretoria depot to OR Tambo International Airport (Johannesburg)	Per lb		25,000			
b) Cape Town depot to Cape Town International Airport	Per lb		14,000			
c) Durban depot to King Shaka International Airport (Durban)	Per lb		1,000			

A. Domestic/Local moves within the Pretoria/Johannesburg area cost of packing household effects including transportation from one location to another and unpacking.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost of packing transportation and unpacking	Per cubic foot		4,000			

B. Long distance moves of household effects including the packing, transportation and unpacking.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Long distance moves of household effects to and from the following destinations.	See below		See below			
a) Pretoria/Johannesburg to Cape Town.	Per lb		7,200 lbs.			
b) Pretoria/ Johannesburg to Durban	Per lb		7,200 lbs.			
c) Pretoria to Johannesburg or Johannesburg to Pretoria	Per lb		7,200 lbs.			

3.5.4. Fumigation services for all outbound consignments.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Fumigation of wooden liftvans	Per Liftvan		500			
b) Fumigation of airfreight containers triwall	Per Airfreight Container		200			
c) Fumigation of steel containers.						
Per 20 ft. container	Per 20 ft. container		98			
Per 40 ft. container	Per 40 ft. container		2			
d) Fumigation of motor vehicles	Per Vehicle		30			

3.5.5. Outbound – Privately Owned Motor Vehicles. Cost includes receiving inspection reports, pre-shipment service, preparation and containerization of vehicles for shipment.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost includes receiving inspection reports, pre-shipment service, preparation and containerization of vehicle for shipment	Per Vehicle		30			

3.5.6. INBOUND SHIPMENTS – Cost for temporary storage, delivery, unpacking, removal of debris for personal and household effects received via surface facilities, and for storage of U.S. Government owned liftvans. Cost is per pound (lb) gross weight excluding the weight of the steel shipping container. Minimum of 500 lbs. per shipment applies

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per lb including unpacking and removal of debris and including storage of U.S. Government owned liftvans.	Per lb		250,000 lbs			
b) Cost per lb including unpacking and removal of debris and excluding storage of U.S. Government owned liftvans.	Per lb		150,000 lbs			
c) Cost per lb excluding unpacking and removal of debris and including storage of U.S. Government owned liftvans.	Per lb		150,000 lbs			
d) Cost per lb excluding unpacking and removal of debris and excluding storage of U.S. Government owned liftvans.	Per lb		50,000 lbs			
e) Cost to turn-in of empty containers to closest depot (Durban to Durban depot, Cape Town to Cape Town depot, Johannesburg and Pretoria to Gauteng depot)	See Below		See Below			

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Per 20 ft. container	Per 20 ft. container		24			
Per 40 ft. container	Per 40 ft. container		60			
f) Cost for the turn in of empty container bound for Gauteng to a depot in Durban if required by the steamship operator.	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		2			
Per 40 ft. container	Per 40 ft. container		3			

3.5.7. Cost to deliver containers on the ground to a U.S. Government facility including the utilization of a crane.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
Cost includes the collection of the container by crane from contractor's local depot, transport to a Government facility located in Pretoria, Johannesburg, Durban and Cape Town and the delivery of the container on the ground at U.S. facility.	See Below		See Below			
Per 20 ft. container	Per 20 ft. container		2			
Per 40 ft. container	Per 40 ft. container		1			

3.5.8. Privately owned motor vehicles (POV): Cost for receiving vehicles in containers, preparing condition reports and undertaking pre-delivery services in accordance with Section 3.23

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per vehicle ex container including pre-delivery service	Per Vehicle		10			

3.5.9. Re-weighing – For undertaking re-weighing of inbound consignments to determine the net weight for billing purposes or upon request by the COR for verification purposes.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per consignment packed in liftvans	Per Consignment		10			
b) Cost per lb for consignments received loose packed.	Per lb		7,200 lbs			

3.5.10. Temporary storage – Storage costs per cubic foot.

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimate Cost VAT exclusive	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Cost per day for 100 cubic foot – 1 to 30 days	Per 100 cu. ft. per day		2,000 cu. ft. for 30 days			
b) Cost per day for 100 cubic foot – beyond 30 days.	Per 100 cu. ft. per day		2,000 cu. ft. for 30 days			
c) Cost for Temporary storage per vehicle – 1 to 30 days	Per Vehicle/Per day		4 vehicles for 30 days			
d) Cost for Temporary storage per vehicle beyond 30 days	Per Vehicle/Per day		2 vehicles for 30 days			

3.5.11. Storage of empty liftvans

	Unit of Measure	Rate per unit (VAT exclusive)	*Estimated Quantity	Estimated Cost, VAT exclusive (rate x quantity)	VAT 14%, if applicable	Total Est. Amount, VAT Inclusive
a) Storage of liftvans	Per liftvan per month		30 vans for 12 months			

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 4 (VAT Inclusive): _____

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

The successful bidder will be expected to store the empty liftvans for utilization for future exports.

GRAND TOTAL FOR BASE AND ALL FOUR OPTION YEARS (VAT Inclusive):

_____

The Government will not consider any claim for any additional compensation unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under this contract or authorized by the Government in writing in advance.

4. ORDERS.

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

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

Each task order shall also indicate the type of service, date/s, location and unit of measure. Task orders relating to services in connection with personal and household effects and vehicles belonging to employees shall also indicate the name of the owner and shipping allowances. For export shipments, the Contractor shall be provided with specific packing and shipping instructions, consignee and marking instructions. All required services will be undertaken on the mutually agreed date and time at the site indicated on the task order. The Contractor shall notify the Government at least 24 hours in advance should it be unable to undertake a scheduled service.

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

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

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

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

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

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

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

(4) Regardless of whether the procedures in paragraph (2) or (3) above were followed, selection of contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition

Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. However, the Department of State does have an Acquisition Ombudsman who will review complaints by contractors to ensure that all contractors are afforded a fair opportunity to be considered for these task orders, pursuant to the procedures for award of task orders established herein.

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

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

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

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

5. DELIVERY SCHEDULE

The following items shall be delivered under this contract.

Description	Quantity	Delivery Date	Deliver To:
Written Estimate (if Required)	1	Upon COR Request	COR
Inventory List	6	Each assigned packing effort	Original – Contractor One – client Four - COR
Pre-shipment Survey	1	Before each assigned packing effort of Household effects	COR client
Changes in date/time of packing	2	2 hours before scheduled time/date	COR Client
Stock Levels Records	1	Throughout period of performance	COR
Non-Negotiable warehouse receipt	1	25 calendar days after pickup storage at the GOV facility	Original E-copy– COR
Notification of Completion of Services	1	Immediately upon completion of required services	COR
Notice of Availability for Shipment	1	Completion of each assigned packing effort	COR
Request for Shipping	1	24 hrs after Notice of Availability	COR
Required Shipping Documentation	1	By Date of Embarkation	COR
Receipt of Effects and Unaccompanied Air Baggage	1	Upon discovery	COR
Delivery Receipt	1	Upon completion of delivery and/or unpacking	Copy to COR
Inventory List - articles lost or damaged in shipment	3	7 calendar days after delivery of goods	Original – Contractor one - client one – COR
Weight Certificate	1	Submission with each invoice	COR
GOV Identity Cards	No. issued	Return upon expiration of contract or when an	COR

		employee leaves contractor service	

6. INVOICES AND PAYMENT.

(a) Individual invoices shall be submitted for each order, accompanied by the task order and/or instruction letter and delivery condition report. Invoices shall be submitted in an original and (1) one copy to the Designated Billing Office at the following

1. Electronic Address: SAInvoice@state.gov
2. Mail Delivery: U.S. Embassy Pretoria
   Designated Billing Office
   P. O. Box 9536
   Pretoria, 0001

3. Physical Delivery: U.S. Embassy Pretoria
   Designated Billing Office
   877 Pretorius Street, Arcadia,
   Pretoria 0083

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

(c) The Contractor shall, where applicable, show Value Added Tax (VAT) as a separate line item on invoices submitted for payment.

7. GOVERNMENT APPROVAL AND ACCEPTANCE OF CONTRACTOR EMPLOYEES.

The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required are a police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation. The Contractor shall provide all such investigations in summary form to the COR for review and approval or disapproval. THE CONTRACTOR SHALL NOT USE ANY EMPLOYEES UNDER THIS CONTRACT WITHOUT GOVERNMENT APPROVAL.

8. KEY PERSONNEL.

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

Position/Function	Name
Project Manager	*

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

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

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

10. INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry during the entire period of performance the following minimum insurance:

The Contractor shall comply with all local legal South African law governing Comprehensive General Liability "Bodily injury", Workers' Compensation and Employer's Liability "Workers' Compensation and Occupational Disease", Employer's Liability, Public Liability.

Comprehensive General Liability	
Bodily injury	ZAR 2,500,000.00 per occurrence
Workers' Compensation and Employer's Liability	
Workers' Compensation and Occupational Disease	* Statutory, as required by South African law
Employer's Liability	ZAR 2,500,000.00 per occurrence

11. BONDING OF EMPLOYEES

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

12. PERMITS

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

The Contractor shall have a bonded warehouse section for shipments received.

ATTACHMENT 1
PERFORMANCE WORK STATEMENT CONTINUATION
PACKING AND SHIPPING

1. GENERAL.

The contractor shall provide services for the U. S. Mission to South Africa including Embassy Pretoria, Consulate Johannesburg, Consulate Durban and Consulate Cape Town. This consists of packing, freight handling, forwarding, cargo storage, customs clearance and other related services that apply to shipments originating from, consigned to, routed through, and/or moved within the geographic area(s) of Pretoria, Johannesburg, Durban and Cape Town.

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

2. DEFINITIONS.

“American Embassy” and “Embassy” mean the Diplomatic or Consular Mission of the United States of America for which services are provided under the contract.

"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 U.S. Government-owned materials.

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

"COR" means the Contracting Officer's Representative, appointed in accordance with Section 2 of this contract/purchase order.

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

“Department” means the Department of State, including all of its activities wherever located

“ELSO” means the “European Logistical Support Office” located in Antwerp, Belgium

"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.

“GOV” means Government-owned vehicle

"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 1, Attachment 2, and paragraph 5 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.

“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. If a GBL is used, the ordering officer does not have to be a warranted CO.

"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, via surface or air as appropriate.

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

“POV” means privately owned vehicle

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

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

"Storage 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.

"Unaccompanied Air Baggage (UAB)" means 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.

3. GENERAL REQUIREMENTS.

Packing of client Household Effects and 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.

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.

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 South Africa. Such services will be performed on goods located primarily within the metropolitan area(s) of Pretoria, Johannesburg, Durban and Cape Town, but also other areas of South Africa as requested.

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

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.

The contractor agrees to provide export packing and related services using the best commercial practices to insure a shipment of the least tare weight and smallest cubic measurement 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 actions by the Contractor:

- 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, electronic equipment, appliances and other valuable items. The Contractor shall crate these items. The Contractor shall place these items in the lift vans so as to prevent damage or shifting while in transit.

- Padding securely all mirrors and framed pictures, marble tops, etc., in crates made to the proper size of good packing grade dry lumber with least tare weight. Such articles exceeding 50 cm x 50 cm shall be wrapped in white paper, bubble wrap or similar padding material and a picture carton built around the article to support it. Two (2) articles of similar size or smaller may be packed in the same picture carton. Articles of which one dimension exceeds 1 m shall be packed with white paper and bubble plastic or similar padding material and placed inside a wooden crate. No more than four (4) items of similar size or smaller may be placed in the same crate.

- All rugs and carpets shall be mothproofed and rolled without folding, before being crated.

- Packing clothing items, linens, bedding, lampshades and similar items in containers lined with tissue paper, carefully, to prevent excessive wrinkling or folding.

- Kitchenware, ornaments and similar items shall be individually wrapped in white paper and bubble plastic.

- 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.

- The movable parts of washers, dryers, microwave ovens and stereos shall be secured adequately to prevent breakage or damage.

- It is a specific requirement that where the Government does not provide detailed specifications for packing, the Contractor shall utilize the best packing material available on the local market in accordance with standard industry practice. In the event that new packing methods and materials become available to professionally pack Government shipments, the Contractor shall inform the COR in writing in advance.

- 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.

5. 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 "HOUSEHOLD EFFECTS" or other general descriptive terms such as marred, scratched, soiled, worn, torn, gouged, and the like shall be avoided unless they are supplemented with a statement describing the degree and location of the exception. The inventory list shall show the number and contents of each carton, listed by the correct description, the date of shipment, name of contractor, liftvan number and an explanation of the condition symbols used. 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.

The inventory list shall indicate by number which cartons are loaded into the respective shipping containers/liftvans.

The actual net weight of each packed or crated article or carton shall be entered onto the inventory list next to each item. Upon completion of the inventory list, the last sheet must indicate the total net weight.

Any items which the client has already packed and sealed before the packing crew arrives should be opened and re-packed and inventoried.

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 immediately upon completion of the pack-out.

6. FREIGHT HANDLING.

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 South Africa. 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.

The Contractor shall transport all incoming Government cargo handled under the contract from commercial facilities at Johannesburg, Durban, Cape Town or Pretoria to the final destination in the local area or elsewhere in South Africa, including off-loading from the contractor's vehicle, as specified by the COR unless otherwise directed by the COR in writing to the contractor.

The Contractor shall pick up outgoing cargo from the Government in the Johannesburg, Durban, Pretoria or Cape Town or elsewhere in South Africa in time to insure delivery to the specified port or specified airport facilities within the time frame specified for the request for pickup. The Contractor shall not place cargo in any warehouse at Government expense without prior approval of the COR.

In carrying out the terms of this contract, the Contractor shall be responsible for providing all necessary equipment, personnel, truck transportation, crew and drivers for delivering the Government cargo as directed.

All incoming and outgoing shipments handled by the Contractor shall be protected from physical damage while in transit by adequate covering and in the Contractor's warehouse, be safeguarded against damage from the elements or pilferage or any other hazards.

7. CONTRACTOR RESPONSIBILITIES.

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 Baggage, or other cargo is being loaded into lift vans or other shipping containers.

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.

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.

Supervision and Management. A trained packing supervisor shall be on site for every pack-out and delivery to manage the packing crew, carry out instructions provided by official task order and liaise with the Government to resolve all issues.

The Contractor shall provide the appropriate management effort to ensure that all services required under this contract are performed in accordance with the contract.

Tools and Equipment. Each contractor's employee assigned to a packing or delivery site shall be furnished with the necessary equipment and tools to perform the services required under this contract. Equipment and tools include but are not limited to a) knives, b) hammers, c) screwdrivers, d) nails, e) packing tape, f) tape dispensers, g) indelible markers, h) pens and i) calculators. Contractor shall provide the appropriate personal protective equipment to its personnel including but not limited to gloves and boots.

Responsiveness to the Client. The packers should respond to the requests and concerns of the client whose effects are being packed. However, if the a client's requests are unreasonable or contrary to the contractual guidelines, or the client becomes abusive to the packers, the Contractor must immediately notify the COR

Professional Bearing and Courtesy.

All Contractor employees shall:

(a) Be courteous at all times;

(b) Arrive at work site promptly at the scheduled time, with materials necessary to properly complete the job;

(c) Present credentials identifying themselves as employees of the company;

(d) Introduce themselves and review the plans for the entire packaging operation with the client;

(e) Be clean and neatly dressed, and wash hands often to avoid soiling the articles being packed; and

(f) Refer any unresolvable questions to the COR or to the Post Shipping Office.

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.

Documentation: The Contractor shall meet all customs regulations and complete and furnish all required documentation for air, surface and overland shipments.

8. 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.

Pre-shipment Survey. Before the HHE has been packed, the contractor shall, in connection with each instance of Household Effects services in this contract, 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, number of days required to professionally pack, crate and load the shipments, to the client immediately upon completion of the pre-shipment survey, with a copy to the COR. 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, unless caused by client actions. A pre-shipment survey will not normally be required for shipments other than Household Effects shipments.

9. ON-SITE PERFORMANCE

Packing Materials: Upon receipt of written task orders from the Government, the Contractor shall deliver appropriate and adequate packing material to the site and undertake packing and crating in the time allocated for the service in accordance with the determination of the Contractor’s estimator and in accordance with specifications set out in this contract.

Pre-Packing and Post-Packing Walk Through: Prior to commencing with a service, the Contractor’s packing supervisor and the client shall undertake a walk-through of the residence to discuss any special requests and instructions. The client shall point out to the packing supervisor the items to be packed. The Contractor’s

supervisor shall refer all problems and disagreements to the COR for resolution and classification. Upon completion of each pack-out the Contractor's supervisor shall request another walk through to ensure all items intended for shipment has been packed.

Protection of Property. When undertaking any service at a Government residence or facility under this contract, the Contractor shall cover all carpeted and tiled surfaces at entrance doorways, entrance halls and passages with blankets to ensure floor coverings are not soiled, scratched or damaged.

Packing Details. All required packing and crating shall be undertaken on site by an expert. With the exception of items required by the Government or employee to be loaded into standard air containers, all items must be packed, crated and loaded into an appropriate packing container before removal from site. The Government and/or employee may grant written permission to remove items loose from site should the circumstances so warrant. In the event that shipping containers must be specially constructed, the containers shall be constructed in advance of the required pack-out date and be ready for loading at the site.

Collecting Packed Shipments: On the last packing day, the Contractor shall dispatch a vehicle to the residence carrying the liftvans or triwalls prepared for shipment. The liftvans shall be loaded in the presence of the client or his/her agent. Each liftvan shall be stuffed with dunnage to prevent the cargo from shifting during transit. The liftvans shall be nailed shut in the presence of the client or his/her agent prior to removal from the residence. The contractor is not authorized to re-open liftvans for whatever reason if not performed in the presence of the owner of the goods or a representative from the U.S. Government. The contractor shall ensure that all liftvans are tightly strapped before loading into steel shipping containers.

10. 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 between the hours of 8:00 a.m. and 5:00 p.m. Services may only be performed at the residence before 8:00 a.m. or after 5:00 p.m. 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.

11. WEIGHT

Weighing: The Contractor shall deliver a portable and accurate electronic scale to the residence on each packing day. The weight, as specified in the task order, of each item shall be entered on the inventory list next to each item. The Contractor's supervisor shall calculate the total weight of each shipment and inform the employee accordingly.

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.

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.

12. RECORD KEEPING REQUIREMENTS.

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; 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.

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

- 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.

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

13. CONTRACTOR RESPONSIBILITIES FOR U.S.GOVERNMENT FURNISHED MATERIALS.

Packing Material: U.S. Government furnished packing materials (see Attachment 3) is for use in packing shipments only for the U.S. Government under this contract. The contractor shall be held accountable for all supplies, and supplies not used in the course of a packing job must be returned to storage as the COR directs. The Government may deduct from contractor invoices the cost of all Government furnished materials drawn but not used or returned.

Stock Levels: If the COR elects to allow the contractor to draw and retain stocks of Government furnished packing materials, the contractor shall maintain records of receipt and issue of such materials, and shall advise the COR when the supply of packing material and cartons reaches a low level, based upon the projected shipping schedule. The Contractor shall notify the COR of low stock levels 30 days in advance of a delivery schedule to allow for delivery of additional materials.

Crates and Containers/Lift Vans: The Contractor shall mark and report to the COR any Government owned wooden crates, lift vans, or air freight containers that are unsuitable for reuse. The contractor shall dispose of these items as instructed by the COR.

14. STORAGE AREA REQUIREMENTS.

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.

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.

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

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

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.

15. REQUIREMENTS FOR STORAGE METHODS.

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.

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 (destination)
Shipper's last name
Lot number or pallet number

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

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

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.

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

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.

16. WAREHOUSE RECEIPT.

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.

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.

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 insets, 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.

17. NOTIFICATION OF COMPLETION OF SERVICES.

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 Airbill number assigned to the shipment.

A U.S. Government task order will be issued for each shipment by the Contracting Officer. The task order 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.

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 task order for each shipment that the Contractor has reported ready to ship.

The contractor shall transport the shipment to the port of embarkation. The contractor shall 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. The contractor shall notify the COR in writing if and why any shipment cannot be delivered to the port of embarkation by the date specified. Failure to provide this notice before the latest delivery to the pier may subject the contractor to any Liquidated Damages to be paid by the contractor to the carrier.

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

All incoming cargo handled by the contractor under the terms of this contract shall be transported to final destination, including off-loading from the Contractor’s vehicle, as specified by the COR unless otherwise directed by the COR in writing.

Receipt of Effects and Unaccompanied Air Baggage: The Contractor shall notify the COR immediately if any shipment is received in damaged condition. The Contractor shall make notation of any visible loss or damage on carrier's delivery receipt. The Contractor shall take photographs of any visible damage to vehicles and liftvans as soon as such damage is discovered and submit photographs to the COR.

Loose-packed cargo shall be properly inventoried on receipt and placed in the Contractor’s warehouse as required by this contract. If a loose-packed consignment is received in a carrier-owned shipping container, the container shall be delivered unopened to the client’s residence or Government facility for delivery on the arranged delivery date. If it is necessary to unpack a loose-packed consignment received in a carrier-owned shipping container at the Contractor’s warehouse prior to delivery to the client’s residence or Government

facility, an inventory list shall be prepared and signed by the Contractor when the effects are removed from the container. The effects shall immediately be placed in proper palletized storage.

In the event that the owner is unable to take immediate delivery, the Contractor shall be notified by the COR to place the consignment in storage at their depot until further notice.

Delivery of Household Effects and Unaccompanied Air Baggage To a Residence:
The placing of Household Effects and UAB in the client's residence, as specified, shall include, but not be limited to:

i. Protecting floor surfaces while work is in progress;
ii. Opening of all containers and liftvans, removal and carrying of contents into the residence;
iii. Verifying contents against the inventory list upon removal from the container or liftvan;
iv. Placement of items within the rooms of the residence as directed by the owner or his/her agent;
v. Laying of pads and rugs;
vi. Opening and unpacking of all cartons, crates and packed items, if required;
vii. Placing of kitchenware, dinnerware, glassware, silverware, linens and other miscellaneous items in locations specified by the client or his/her agent;
viii. Setting up of beds, including the placing of springs and mattresses on bed frames;
ix. Removal of debris on the same day the effects are delivered and upon completion of unpacking for disposal at the Contractor's depot. The Contractor shall collect debris at a later date should the client elect to unpack his/her effects. Collection dates shall be coordinated by the COR.
x. The Contractor is not required to move furniture within the residence after the first placing of furniture.

The contractor shall inquire of the COR, at the time arrangements are made for delivery, if the shipments include large items such as pianos, freezers, refrigerators, etc. The contractor shall have piano boards and other necessary tools and equipment on hand to open containers and safely move these items.

The contractor shall place UAB in the client's residence in packed or crated condition. The Contractor shall cut strapping and open crates and unpack when requested by the client or his/her authorized agent.

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

Obtaining Delivery Receipt: The contractor shall 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 Contractor shall retain the original of this receipt and submit the remaining copy with the invoice for payment.

The contractor shall 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. The Contractor shall submit this Inventory List to the COR within seven calendar days after delivery of the goods.

Should the owner elect to unpack his/her consignment at his/her leisure, the delivery receipt shall be annotated with the notation "subject to further inspection". The Contractor shall be notified in writing in the form of a pro-forma claim lodged by the COR should any loss or damage be discovered upon final unpacking. Owners shall be urged to take photographs of any damage if possible.

Deliveries of supplies and equipment to a warehouse or other designated location will not be subject to unpacking and placing, unless otherwise instructed by the COR. The rate for the service excluding unpacking shall apply.

Upon a written request from the COR, the Contractor shall arrange for the delivery of a container containing official U.S. Government supplies and equipment to a specified Government facility. The Contractor is required to arrange for a crane with sufficient lifting capacity to off-load the container from the vehicle for

placement on the ground as directed by the Government. In the event that the container is carrier-owned, the Government shall be responsible for negotiating with the carrier or his agent for additional free time for the container turn-in. If the carrier does not grant additional free time, all demurrage charges shall be borne by the Government. The COR shall coordinate the collection of the container with the Contractor once the Government has completed unpacking. The Contractor shall arrange for a crane to be available to lift the empty container onto its vehicle. The Contractor shall turn the container in at the specified depot as required by the carrier or the Government.

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 deliver promptly all empty steel vans, and other special-type containers, to the carrier or its authorized local agent.

The Contractor shall release steamship containers immediately after unloading, to the local agent of the delivering carrier. The Contractor shall be held liable for any charges incurred by the Government as a result of negligence and subsequent late turn-in of containers.

In the event that cargo is received in steel shipping containers owned by the Department of State, the Contractor shall, immediately upon unloading, provide the COR with a condition report of the container. In addition, at the option and discretion of the COR, the contractor shall deliver containers owned by the Department of State to a local warehouse or depository as designated by the post. All other vans and containers, after completion of service, shall become the property and responsibility of the contractor.

The Contractor shall place U.S. Government-owned liftvans in storage at their depot for utilization for export shipments as outlined in this contract.

All inbound shipments consisting of effects or general cargo shall be delivered by the Contractor to the location as directed by the COR within seven (7) calendar days of receipt of cargo from a forwarding or shipping agent, unless otherwise directed by the COR.

19. VEHICLES.

The contractor shall provide all vehicles necessary for the performance of this contract. The contractor shall provide all fuel and lubricants for the vehicles. The contractor shall provide the necessary vehicles of appropriate size (2.5 tons or more) for local transportation of shipments and Unaccompanied Air Baggage. 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. Vehicles shall carry a valid Certificate of Fitness at all times.

If the contractor encounters mechanical difficulties that prevent the scheduled completion of a scheduled pick-up or delivery, 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.

Parking and other arrangements at the delivery site. The Contractor shall be responsible for all arrangements with building management for the use of winches, elevators, stairwells and parking space.

20. COMPUTATION OF WEIGHTS.

Gross Weight - see "Definitions," paragraph 2.

Net Weight - See "Definitions," paragraph 2.

Gross Weight is calculated by adding the Net Weight of the contents to the weight of the shipping container and any bracing material used to secure articles in the container. The contractor shall designate and the COR shall approve a scale to be used for determination of shipment weights. The scale must be officially certified

by South African 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.

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. 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.

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.

Overage: The Contractor shall inform the employee and the COR immediately and before removal of the shipment from the residence when the weight of a shipment exceeds the authorized allowance as specified by the Government. The client is responsible for all overage charges should s/he agree to include the overage portion in the shipment. The Contractor shall not proceed with shipment before written confirmation is received from the Government that all overage charges have been paid by the employee. The client is authorized to elect the removal of items from the shipment if s/he so wishes in order to avoid the payment of any overage charges. The Contractor's supervisor shall assist the employee in the removal from the shipment of items identified by the client at no additional cost to the U.S. Government.

Reweighing of Shipments. The Contractor shall reweigh any shipment under this contract upon the request of the Government prior to the delivery or the forwarding of the shipment, for purposes of:

(a) Billing, should the net weight not reflect on the documents

(b) Verifying weights to determine if overage charges are due to the Government

(c) Settling a dispute between the Government, contractor and/or the employee regarding the correct net weight.

21. STORAGE AND UTILIZATION OF U.S. GOVERNMENT OWNED LIFTVANS.

The Contractor assumes responsibility for the storage of empty U.S. Government owned liftvans at its depot in a location approved by the COR. The Contractor shall mark and report to the COR those lift vans that the Contractor considers unsuitable for re-use. The Contractor shall dispose of these items as instructed by the COR.

The storage area assigned for the storage of empty lift vans shall be located where the liftvans shall be protected from sunlight, rain and fire. The area shall be free from pests and vermin, and the liftvans shall be prevented from attracting dirt and water.

Export shipments shall be loaded into U.S. Government owned liftvans extracted from the stock held by the Contractor. The Contractor shall report the number of liftvans held in stock to the COR on a monthly basis.

Contractor constructed liftvans shall be utilized when specific dimensions for liftvans have been provided on a case by case basis by the COR. The Contractor shall monitor the stock level of liftvans and in accordance with the export packing schedule, construct liftvans to ensure an adequate number of liftvans are available for utilization.

The outside dimensions for standard size liftvans are as follows:

238cm x 222cm x 221cm
Thickness: Top and Bottom - 12mm, Sides – 9mm

- Liftvans shall be constructed of waterproof plywood with reinforced frames.
- Liftvans shall be properly lined on all sides, including the floor of the liftvan with waterproof plastic barrier to preclude water damage to the cargo. Instructions to provide galvanized tops for liftvans for

additional protection against water damage may be provided by the Government on a case by case basis.

22. EXPEDITION OF SHIPMENTS

Unaccompanied Air Baggage Shipments: Unaccompanied air baggage shipments shall be expedited within three work days after completion of packing, unless otherwise directed in writing by the COR. The Contractor shall furnish the COR by facsimile or email with a copy of the airway bill once the cargo has been booked and handed over to the carrier. The Government is required to furnish advance notification details of shipments to the gaining post by email, facsimile, or cable and furnish copies of all shipping documents.

Household Effects Shipped Via Airfreight: Household effects shipments shipped via airfreight shall be expedited on the first available flight to destination. The Government is aware of the difficult negotiation process to secure bookings on the same flight for shipments consisting of multiple large air cases. In the event that airlines refuse partial or full shipments after the Contractor has made a booking, the COR shall be informed immediately. The COR shall make the final decision whether to proceed with partial shipment or book an entire consignment on the next available flight.

Household Effects Shipped Via Surface: Bookings for seafreight shipments shall be made within three (3) work days for departure within three (3) weeks from completion of packing from the port on regularly serviced routings. Shipments destined for destinations less regularly serviced, shall be booked on the first available vessel within three (3) work days of completion of packing. As soon as bookings have been made the Contractor shall inform the COR in writing of the net and gross weight of the shipment, the name of the vessel the shipment has been booked on, the estimated time of departure and the estimated time of arrival at the destination port.
Three original copies of the Bill of Lading and two non-negotiable copies shall be delivered to the Government's place of business within seven (7) calendar days of departure of the vessel from the port. The Contractor shall be held liable for any additional charges incurred by the Government as a result of late submission of Bills of Lading, unless the Contractor can provide documentary evidence the delay was not caused as a result of negligence on the part of the contractor or their agent.

In addition, the Contractor shall transmit a facsimile or email copy of each original Bill of Lading to the COR upon departure of the vessel from the port on the date of receipt thereof, and no later than one (1) calendar day after receipt.

The Contractor shall arrange for telex releases for shipments with a transit time of less than fifteen days. However, host Governments require copies of the Bills of Lading for duty free entry of shipments. As shipping lines do not release Bills of Lading when telex releases have been arranged, the Contractor is required to negotiate with shipping lines to obtain at the minimum a facsimile copy of every original Bill of Lading to enable the Government to provide a copy to the gaining post.

Routing:
The Contractor shall use only sea and air carriers approved by the COR.

Unaccompanied Air Baggage Shipments to the U.S.: The Contractor shall conform to the U.S. Government law requiring the use of U.S. Flag Carriers. The Government shall issue the contractor with a Waiver Certificate for use of a Foreign Flag Carrier for shipments not compliant with the U.S. Flag Carriers requirement.

Airfreight Shipments to Other Destinations: Consignments shipped by air to all other destinations, shall be shipped via the most direct route or as directed by the COR. In selecting a carrier, the Contractor shall consider the reliability of the airline and the standard of operation at any transiting airports to insure as far as possible the safety of the cargo.

Seafreight Shipments to the U.S.: The Contractor shall utilize carriers approved by the COR. The Contractor shall conform to the U.S. Government law requiring the use of U.S. Flag Carriers. The Government shall issue the contractor with a Waiver Certificate for use of a Foreign Flag Carrier for shipments not compliant with the U.S. Flag Carriers requirement. Should the COR determine that a service with any particular carrier shall be discontinued for any reason, the Contractor shall be informed in writing.

Seafreight Shipments to Other Destinations: Shipments to other destinations shall be made via the most direct route provided by a reliable carrier approved by the COR. When making a selection, the Contractor and COR shall consider the reliability of the carriers servicing the route, as well as the standard of operation at the transshipment ports.

23. SHIPMENT AND HANDLING OF WINE OR ALCOHOLIC BEVERAGES

(Note: See the clause in Section 1, Attachment 2, and paragraph 5)

Shipment to the U.S.: The Contractor shall direct all supervisors that household effects and unaccompanied air baggage shipments to the U.S. may not include wine or alcoholic beverages. Should employees wish to ship wine or alcoholic beverages to the U.S., it shall be packed and shipped separately from the bulk of their effects as a separate shipment. The weight of such shipments shall be subtracted from the total net weight of the household effects allowance for surface shipment and all packing and shipping charges shall be paid by the Government, provided the net weight remains within the authorized net weight provided to the Contractor by the Government. Separate task orders shall be issued by the Government for wine or alcohol shipments. The Government shall insure that all required U.S. customs documentation is completed by the client prior to shipment departure from post. All documentation pertaining to wine or alcohol shipments shall be coordinated by the Contractor. Bookings for wine or alcohol shipments shall be made within seven (7) calendar days from date of packing and collection. Wine or alcoholic beverages may not be shipped via airfreight at U.S. Government expense without approval from the COR.

Shipment to Other Destinations: The estimator shall, when providing the COR with the results of the pre-pack survey, notify the COR of the client's intention to include wine or alcohol in his/her household effects shipment. The COR shall verify and obtain authority from the gaining post that wine or alcoholic beverages may be included in household effects shipments. The Contractor must gain approval from the COR in writing to pack wine or alcoholic beverages in the client's household effects consignment.
task order

24. SHIPMENT OF VEHICLES

The Government shall issue a task order for the shipment of each vehicle. Vehicles shall be delivered to the Contractor's depot by the owner, his/her agent or drive-away service on an agreed date and time. Upon receipt of a vehicle, the Contractor shall be responsible for the following requirements:

(a) A condition report shall be complied by the Contractor in the presence of the owner, his/her agent or the driver providing the drive-away service, indicating all scratches, dents, chips, hairline cracks, broken exterior and interior parts and tools and equipment contained in the vehicle. Upon completion of the condition report, the report shall be signed by the representative of the Contractor and the representative of the Government or owner. The original copy of the condition report shall be retained by the Contractor for enclosure with shipping documentation. The second copy shall be provided to the owner, his/her agent or driver providing the drive-away service, the third copy shall be retained on the contractor's file and the fourth copy shall be provided to the COR.

(b) The Contractor shall remove the two tags and license sticker from each vehicle upon receipt thereof and return these items to the COR. License stickers are not designed for re-use and will be destroyed during the removal process. What is left of the license sticker shall be returned to the COR regardless of the condition. The Contractor shall institute the necessary security measures to insure diplomatic tags are not unlawfully applied by any party while in the Contractor's possession.

(c) While in storage, each vehicle shall be stored in the Contractor's warehouse preventing it from being subject to direct sunlight, inclement weather and excessive dust.

(d) All vehicles stored in the custody of the Contractor shall be covered with dust covers for the duration of the storage term.

(e) The Contractor shall disconnect the battery of vehicles placed in the Contractor's warehouse for long term storage, so as to prevent the battery from discharging and causing damage thereto.

(f) In order to prepare vehicles for shipment, the Contractor shall insure that each vehicle is clean inside and out, free from loose items easily pilfered, with the exception of the vehicle tools and spare tire.

(g) Excess petrol/diesel shall be drained from the vehicle in accordance with carrier specifications and the battery shall be disconnected. Damage occurring to batteries as a result of the Contractor's negligence, shall result in a claim against the Contractor for replacement.

(h) All vehicles shall be shipped in steel shipping containers. Containers shall be stuffed at the Contractor's depot. Vehicles shall be braced and lashed securely inside containers prior to shipment to prevent vehicles from moving or shifting during transit.

(i) Dispatch and documentation in connection with vehicle shipments shall be handled by the Contractor as set out in this contract for seafreight shipments.

(j) Each vehicle shall be packed into a separate 20 ft. container or two vehicles may be packed into a 40 ft. container. Vehicles must not be packed with any household goods in the shipping container.

25. DELIVERY OF PRIVATELY OWNED VEHICLES (POVS) AND GOVERNMENT OWNED VEHICLES (GOVS).

(a) Upon receipt of POVs and GOVs, the contractor shall compile a condition report bearing the signature of the Contractor's representative and the signature of the delivery agent's representative. Damage and mechanical faults discovered by the Contractor, shall immediately be reported to the COR. No replacement of parts or mechanical work shall be undertaken by the Contractor, unless a written instruction is received from the COR. The Contractor shall take photographs of any visible damage for submission to the COR.

(b) All POVs and GOVs received in containers by the Contractor and for which the pre-delivery service is required to be performed as outlined in Section 3.24.4 of this contract, shall be made available by the Contractor for collection by the owner or his/her agent within sixteen (16) work hours of receipt at its depot.

(c) All POVs and GOVs received and for which the pre-delivery service has been undertaken by the forwarding agent prior to delivery to the Contractor's depot, shall be made available by the Contractor for collection by the owner or his/her agent within 8 (eight) work hours of receipt at its depot.

(d) The COR shall direct the Contractor in writing should it be required to undertake a pre-delivery service. A pre-delivery service shall include, but not be limited to a) inflating of tires, b) adding of engine oil, c) adding of water to the radiator, d) adding of battery water if necessary and re-connecting the battery, e) adding enough fuel for the vehicle to reach the nearest fuel station. Vehicle owners shall be liable for fuel supplied and the Contractor shall be paid in cash upon collection of a vehicle.

26. MONTHLY REPORTING.

The Contractor shall provide the Government with the following reports on a monthly basis by the 10th of each month:

a) Inbound airfreight shipments received during the previous month
b) Inbound seafreight shipments received during the previous month
c) Outbound airfreight shipments packed during the previous month
d) Outbound seafreight shipments packed during the previous month
e) Reconciliation of liftvan stock

Details of reports formats shall be provided by the COR upon contract award.

27. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

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

Performance Objective	**Scope of Work Para**	**Performance Threshold**
Services. Performs all shipping and packing services set forth in the scope of work.	1. thru 26.	All required services are performed and no more than one (1) customer complaint is received per month.

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

Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT 2
PACKING SPECIFICATIONS

1. CONTAINER SPECIFICATION:

(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. Effective September 16,2005 all solid wood packing material (SWPM) entering the United States must be either heat treated or fumigated with methyl bromide, in accordance with the Guidelines on 7 CFR 319.40 and marked with an approved international mark certifying treatment. This change will affect all wood packaging material in connect with importing goods into the United States. Heat treatment is preferred. Similar importation restricts are being implemented in other countries. For a complete list of affected countries with similar wood importation restrictions and the effective date of the restrictions, visit the USDA website. Because similar wood restricts are already in place in the European Union, shipments destined or transiting through our storage facility in ELSO Antwerp should also be heat treated or fumigated with methyl bromide. If the fumigation method is chosen post needs to take precautions to ensure only the wood products are fumigated. Do not, repeat do not fumigate a crate or container with personal effects inside.

(b) Containers shall be designed to eliminate damage to the effect 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.

(c) 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.

(d) The modular containers provided by the Government used under this contract are the sole property of the Government, and shall be handled carefully to allow subsequent reuse with minimum repair or refurnishing.

(e) 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 and equitable discount from the applicable contract rate. The amount of such discount will vary according to the extent of repair needed, or other conditions of the used containers, and shall be determined on an individual case basis upon mutual appraisal by the contractor and the COR.

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

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

3 WRAPPING AND PACKING

The Contractor shall wrap all articles subject to breakage, denting, scratching, marring, soiling, chafing, or damage at the specified pickup site, using wrapping material to prevent such damage. The Contractor shall use the following guidelines:

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

(b) Cover floors of residences with 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) Use new cartons for packaging box springs, mattresses, linens, bedding and clothing.

(f) Pack and seal chinaware, mattresses, box springs, clothing, kitchenware, small electrical appliances, books and similar items at residence.

(g) Disassemble large or bulky items if this can be done without damage to the item. Securely wrap and clearly mark nuts, bolts, screws, or other hardware in plastic or paper. 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.

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 lamp shade coverings or other items which 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, lamp shades, 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;

(j) Use tables or other furniture and appliances as packing surfaces;

(k) Recommend packing or handling methods to the client not specified in the contract.

5 PROHIBITED AND RESTRICTED ITEMS

Contractors 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 (see Attachment 1, paragraph 23 for additional information);

(f) Groceries and provisions, other than those for consumption by client and immediate family;

(g) Coins, currency, valuable papers, or jewelry (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.

Firearms: Firearms may be included in household effects shipments under certain conditions as required by U.S. Government and host government regulations. The estimator shall inform the COR of a client's intention to ship a firearm. The COR shall authorize the Contractor in writing to proceed with packing and shipping of a firearm including specific instructions.

Animal Hides and Trophies: The Contractor's estimator shall inform the COR of the client's intention to include items of this nature. The COR shall verify and confirm with the gaining post that the items may be included in the client's household effects shipment. The Government shall authorize the Contractor in writing to include such items and provide all required customs documentation. It is the client's responsibility to obtain required certificates for the proper export of animal hides, trophies and such materials.

6 SPECIAL HANDLING INSTRUCTIONS

Packers shall give special handling to certain items that are to be packed as part of Household Effects 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 the COR shall provide specific instructions to the Contractor.

(c) Art Objects and Artifacts. The packer shall 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 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 do not fit into standard cartons shall be protected with packing material and heavy gauge cardboard cut and fitted to the item. For fragile or heavy items, a wooden crate shall be constructed around the item. Examples of items requiring such special treatment include pianos, curio cabinets, ornamental screens, and other furnishings subject to damage.

(f) Shipping of Vehicles. For purposes of this contract, motorcycles are to be considered HHE. Motorcycles shall be crated at the packing site and a crane with adequate lifting capacity shall be used to load the motorcycle onto the contractor's vehicle at the client's residence.

(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.

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) Carefully inspect Household Effects susceptible to insect damage before 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) Wrap and securely package and seal items made of wool to prevent damage by insects.

8 WATERPROOFING

Protect all Household Effects and Unaccompanied Air Baggage from water damage resulting from rain, humidity or dampness.

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

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

9 LABELING OF BOXES AND CARTONS

(a) Mark every box clearly 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) Sequentially number and identify the contents of all cartons 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) Clearly mark all cartons on the sides and top to show which end should be up.

(d) Clearly mark all boxes containing mirrors or picture frames to show which side to open.

10. PACKING ARTICLES INTO WOODEN LIFT VANS

(a) After articles have been wrapped and packed in cartons, the Contractor shall load them on to the contractor's vehicle for transport to the work site specified by the COR. Under the supervision of the COR, the Contractor shall pack all the articles into wooden lift vans or modular containers.

(b) The contractor shall assemble lift vans or modular containers to make them ready to receive a shipment.

(c) Pack articles into lift vans or modular containers in such a manner as to minimize the possibility of damage from shifting of the contents within the lift van.

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

(2) Do not over pack cartons. 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 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 Contractor shall place the cartons in a secure storage area at the work site if the COR so directs. Pack the cartons into lift vans on the next workday.

(e) Securely wrap the packed lift vans with metal bands.

11. RE-PACK EFFECTS.

The Contractor shall be responsible to re-pack effects or cargo if determined by the COR and/or client and/or his/her agent that packing specifications outlined in this contract were not followed the first time an article were packed.

ATTACHMENT 3

GOVERNMENT FURNISHED PROPERTY

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

Incoming liftvans estimated at 30 per month can be re-utilized by the Contractor to render services to the Government.

SECTION 2
CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*_ **x** _ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).*

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

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

__ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

__ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

__ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

__ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

__ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

__ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

__ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

__ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

_ **x** _ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (Mar 2012) of 52.225-3.

__ (iii) Alternate II (Mar 2012) of 52.225-3.

__ (iv) Alternate III (Nov 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_ **x** _ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_ **x** _ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_ **x** _ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_ **x** _ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

_ **x** _ (ii) Alternate I (Apr 2003) of 52.247-64.

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

__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq*.).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq*.).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq*.).

__ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final

termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

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

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

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

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

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://acquisition.gov/far/index.html 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 Department of State Acquisition website at *http://www.statebuy.state.gov* to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

CLAUSE	TITLE AND DATE
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.247-5	FAMILIARIZATION WITH CONDITIONS (APR 1984)
52.247-7	FREIGHT EXCLUDED (APR 1984)
52.247-10	NET WEIGHT - GENERAL FREIGHT (APR 1984)
52.247-11	NET WEIGHT - HOUSEHOLD GOODS OR OFFICE FURNITURE (APR 1984)
52.247-12	SUPERVISION, LABOR, OR MATERIALS (APR 1984)
52.247-13	ACCESSORIAL SERVICES – MOVING CONTRACTS (APR 1984)
52.247-14	CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984)
52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (APR 1984)
52.247-16	CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERABLE FREIGHT (APR 1984)
52.247-17	CHARGES (APR 1984)
52.247-18	MULTIPLE SHIPMENTS (APR 1984)
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)
52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)
52.247-28 CONTRACTOR'S INVOICES (APR 1984)
52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
52.248-1 VALUE ENGINEERING (OCT 2010)
52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task 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 Section 1, clause 2.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ***ZAR 200***, 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 ***ZAR 4,000,000****;*

(2) Any order for a combination of items in excess of ***ZAR 4,000,000****;* or

(3) A series of orders from the same ordering office within **ten** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., 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 two Embassy working 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.

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 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.

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.

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 five (5) years.

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

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are

made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

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

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

(1) Packed, picked up, loaded, transported, delivered, unloaded, or unpacked;

(2) Stored in transit; or

(3) Serviced (appliances, etc.) by a third person hired by the Contractor to perform the servicing.

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

(c) The Contractor shall indemnify the owner of the goods at a rate of $8.50 per pound based on the total net weight."

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.

The following DOSAR clauses are provided in full text:

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.

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*.

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

All work shall be performed between 7h45 to 17h15, from Monday to Thursday, and 7Hh45 to 12h45on Friday, except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

(a) The U.S. Mission in South Africa observes the following days as holidays (U.S. means US holiday, S.A. means South African holiday):

New Year's Day	**U.S./S.A.**
Martin L. King, Jr. Day	U.S.
Presidents' Day	U.S.
Human Rights Day	S.A.
Good Friday	S.A.
Family Day	S.A.
Freedom Day	S.A.
Workers' Day	S.A.
Memorial Day	U.S.
Youth Day	S.A.
Independence Day	U.S.
National Women's Day	S.A.
Labor Day	U.S.

Heritage Day	S.A.
Columbus Day	U.S.
Veterans' Day	U.S.
Thanksgiving Day	U.S.
Day of Reconciliation	S.A.
Christmas Day	U.S./S.A.
Day of Goodwill	S.A.

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

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

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

(b) The COR for this contract is the Shipping Section Supervisor.

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.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is 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.

(c) 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.

652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)--SERVICES (JUN 2006)

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

(1) United States citizens or residents;

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

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

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award, if applicable.

(c) The current rate under the Department of State contract is $4.00 per $100.00 of employee compensation for services.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such

insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

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

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

(i) Contract number;

(ii) Name of Contractor;

(iii) Brief description of the services to be provided under the contract and country of performance;

(iv) Name and position title of individual(s);

(v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);

(vi) Dates (or timeframe) of performance at the overseas location; and,

(vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(4) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

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 3
SOLICITATION PROVISIONS

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

ADDENDUM TO 52.212-1

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

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

A.2. Information demonstrating the offeror's/quoter'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/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients over the past **5** years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in South Africa then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

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

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided

(6) The offeror's strategic plan for **Packing & Shipping** services to include but not limited to:
(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

(7) Description of vehicles to be used for the transport of shipments.

(8) Description of warehouse including safety features where shipments may be stored.

(9) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.

A.3 PRE-PROPOSAL CONFERENCE

A.3.1. The Government will hold a pre-proposal conference to discuss the requirements of this solicitation on **Wednesday 12 February 2014, 09:00 hrs** at the US Embassy in Pretoria, 877 Pretorius Street, Arcadia, Pretoria, South Africa. Offerors interested in attending should contact the following individual:

Contracting Agent: Lezanda Prinsloo, LezandaP@state.gov; Tel no.: +27 12 431 4466 or fax on +27 12 342 2190. With copy to Kriekjx@state.gov

A.3.2. Offerors are urged to submit written questions at least three days prior to the scheduled pre-proposal conference date, using the address provided in Standard Form 1449, Solicitation, Offer and Award, of this solicitation, by faxing the questions to the above fax number, marked for the attention of the above-named individual or by email to LezandaP@state.gov.

A.3.3. 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 answered at that conference.

A.3.4. 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.

A.3.5. Following the conference, the Government will provide all prospective offerors who received a copy of the solicitation a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, the Government will issue a solicitation amendment.

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

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

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

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

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

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

The following DOSAR provision is provided in full text:

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

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, the Management Officer , at +27 12 431 4000**]**. For a U.S. 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) 516-1696, by fax at (703) 875-6155, or by writing to:

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

(End of clause)

SECTION 4 - EVALUATION FACTORS

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

(a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) Responsibility Determination. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single 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.

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).

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.

SECTION 5 - OFFEROR
REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

"Forced or indentured child labor" means all work or service—

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

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

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

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

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

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

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

(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

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

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

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

"Women-owned small business concern" means a small business concern—

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

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

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly

and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through *http://www.acquisition.gov*. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It *o* is, *o* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business

Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (*31 U.S.C. 1352*).* (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

[*List as necessary*]

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

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

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

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

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

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

[*List as necessary*]

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

Other Foreign End Products:

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

[*List as necessary*]

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

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

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

Canadian End Products:

Line Item No.

_____

_____

_____

[*List as necessary*]

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

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

Canadian or Israeli End Products:

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

[*List as necessary*]

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

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

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

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

[*List as necessary*]

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

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

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

Other End Products:

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

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end

products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

(2) *o* Have, *o* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples*.

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

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

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

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

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

(1) *Listed end products*.

Listed End Product Listed Countries of Origin

_____ _____

_____ _____

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

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

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) *o* Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- *o* TIN: _____.
- *o* TIN has been applied for.
- *o* TIN is not required because:
- *o* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- *o* Offeror is an agency or instrumentality of a foreign government;
- *o* Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- *o* Sole proprietorship;
- o Partnership;
- *o* Corporate entity (not tax-exempt);
- *o* Corporate entity (tax-exempt);
- *o* Government entity (Federal, State, or local);
- *o* Foreign government;
- *o* International organization per 26 CFR 1.6049-4;
- *o* Other _____.

(5) *Common parent*.

- *o* Offeror is not owned or controlled by a common parent;
- *o* Name and TIN of common parent:

  Name _____.

  TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

(End of provision)

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

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

Proposal Note: If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror shall obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm.

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:

Category	Yes/No	Number
(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 **South Africa**

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

[ ] Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)