

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1   83	
2. <i>CONTRACT (Proc. Inst. Ident.) No.</i>		3. <i>SOLICITATION No.</i> <b>S-GT500-07-R-0001</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)		5. DATE ISSUED <b>February 7, 2007</b>	
7. ISSUED BY CODE <b>United States Embassy Guatemala City, Guatemala Phone: [502] 2326-4000</b>		8. ADDRESS OFFER TO (If other than item 7) <b>Avenida La Reforma 7-01, Zona 10 Guatemala 01010, Guatemala Attn: GSO-Contracting Officer</b>		6. EQUISITION/PURCHASE No. <b>0111</b>			
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in <b>Avenida La Reforma 7-01, Zona 10, Guatemala 01010, Guatemala</b> until <b>17:00</b> local time <b>March 12<sup>th</sup>, 2007</b> . CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Sergio E. Alemán		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT <b>[502] 2326-4000 4601</b>		C. E-MAIL ADDRESS <b>AlemanSE@state.gov</b>	
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inseted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %	
						CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents ) numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEM NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTRATION BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type of print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	

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

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

### B.1 SCOPE OF SERVICES

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

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

### B.2 TYPE OF CONTRACT

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

For each year of the contract, the U.S. Government guarantees a minimum order of **US Dollars 25,000.00 equivalent in local currency (Quetzales)**. The maximum amount of shipping/packing services each year of this contract will not exceed **US Dollars 250,000.00 or equivalent in local currency (Quetzales)**.

Individual purchases shall be documented as follows: **Task Order Form (TOF) signed by the Contracting Officer and provided by the Customs and Shipping Section of the US Embassy Guatemala, for request of services.**

### B.3 LEVEL OF EFFORT

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

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

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

**B.4 PRICING**

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

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

**(c) Although the contract prices are stated in U.S. Dollars, invoicing and payment will be made in local currency at the U.S. Department of State's official exchange rate in effect on the date of the invoice.**

**B.5 BASE PERIOD PRICES**

Description	Rate Per 100 LBS Unit	Rate per Unit	Estimated Quantity *	Total Estimated Amount US Dollars
<b>(a) Packing Services</b>				
(1) Packing of HHE				
(1.1) Packing services for surface shipments, including all materials, weighing and crating at residence and delivery to shipping line containers in Guatemala	CWT		30	
(1.2) Packing services for HHE under "air authorized destinations" as airfreight shipments, including all materials, weighing and crating at residence and delivery to carrier	CWT		2	
(1.3) Packing services for HHE for local move (within City limits)	CWT		2	
Minimum weight chargeable	1,000 LBS			
(2) Packing of UAB	100 LBS		2,500	
Packing, weighing, steel banding at residence and delivery to carrier	100 LBS		3,500	
Minimum weight chargeable	150 LBS			
<b>(b) Unpacking Services</b>				
(1) Unpacking of HHE				

(1.1) Receipt at contractor's Facilities, delivery and unpacking at residence	CWT		30	
(1.2) Receipt at Contractor's Facilities LTC (Less than Container Cargo) deliver and unpack at residence	CWT		2	
Minimum weight chargeable	250 LBS			
(2) Unpacking of UAB	100 LBS		2,500	
<b>(c) Storage Services</b>				
(1) Monthly Storage of Effects	CWT		6	
<b>(d) Freight Handling</b>				
Transportation between (1) PSTC, Izabal – FWDG	100 LBS		25,000	
(2) PQ, Escuintla – FWDG	100 LBS		25,000	
(3) AILA/COMBEX – LDG	100 LBS		20,000	
<b>(4) Vehicles</b>				
(4.1) Container Cargo Post – PSTC	20 FT 40/45 FT		5 5	_____
(4.2) Container Cargo Post – Puerto Barrios	20 FT 40/45 FT		5 5	_____
(4.3) Post – AILA Loose cargo	Per Trip		10	
Vehicle unloading from shipping line container or platform to a platform tower and transport to Embassy premises or designated residences				
(i) Without Boxing	Vehicle		10	
(ii) With Boxing	Vehicle		1	
Vehicle loading from Embassy premises or				

designated residences to platform tower and transport to contractor's facilities for loading to shipping line container				
(iii) Without Boxing	Vehicle		0	
(iv) With Boxing	Vehicle		7	
<b>(e) Cost of fumigating the Empty Wooden Containers</b>	Container			
<b>(f) Liftvan Credit. Amount to be paid by the Contractor to the US Government (USG) via a credit in the invoiced amount for the imported USG liftvans. The amount will be the per-lift van credit for all lift vans imported in a given shipment. All such lift vans will become the property of the Contractor for re-use preferably for future outbound shipments of the US Embassy Guatemala.</b>	Liftvan		10	
<b>TOTAL</b>				

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

## B.6 FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

Description	Rate Per 100 LBS Unit	Rate per Unit	Estimated Quantity *	Total Estimated Amount US Dollars
<b>(a) Packing Services</b>				
(1) Packing of HHE				
(1.1) Packing services for surface shipments, including all materials, weighing and crating at residence and delivery to shipping line containers in Guatemala	CWT		30	
(1.2) Packing services for HHE under "air authorized destinations" as airfreight shipments, including all materials, weighing and crating at residence and delivery to carrier	CWT		2	

(1.3) Packing services for HHE for local move (within City limits)	CWT		2	
Minimum weight chargeable	1,000 LBS			
(2) Packing of UAB	100 LBS		2,500	
Packing, weighing, steel banding at residence and delivery to carrier	100 LBS		3,500	
Minimum weight chargeable	150 LBS			
<b>(b) Unpacking Services</b>				
(1) Unpacking of HHE				
(1.1) Receipt at contractor's Facilities, delivery and unpacking at residence	CWT		30	
(1.2) Receipt at Contractor's Facilities LTC (Less than Container Cargo) deliver and unpack at residence	CWT		2	
Minimum weight chargeable	250 LBS			
(2) Unpacking of UAB	100 LBS		2,500	
<b>(c) Storage Services</b>				
(1) Monthly Storage of Effects	CWT		6	
<b>(d) Freight Handling</b>				
Transportation between (1) PSTC, Izabal – FWDG	100 LBS		25,000	
(2) PQ, Escuintla – FWDG	100 LBS		25,000	
(3) AILA/COMBEX – LDG	100 LBS		20,000	
(4) Vehicles				
(4.1) Container Cargo Post – PSTC	20 FT 40/45 FT		5 5	_____

(4.2) Container Cargo Post – Puerto Barrios	20 FT 40/45 FT		5 5	_____
(4.3) Post – AILA Loose cargo	Per Trip		10	
Vehicle unloading from shipping line container or platform to a platform tower and transport to Embassy premises or designated residences				
(i) Without Boxing	Vehicle		10	
(ii) With Boxing	Vehicle		1	
Vehicle loading from Embassy premises or designated residences to platform tower and transport to contractor’s facilities for loading to shipping line container				
(iii) Without Boxing	Vehicle		0	
(iv) With Boxing	Vehicle		7	
<b>(e) Cost of fumigating the Empty Wooden Containers</b>	Container			
<b>(f) Liftvan Credit. Amount to be paid by the Contractor to the US Government (USG) via a credit in the invoiced amount for the imported USG liftvans. The amount will be the per-lift van credit for all lift vans imported in a given shipment. All such lift vans will become the property of the Contractor for re-use preferably for future outbound shipments of the US Embassy Guatemala.</b>	Liftvan		10	
TOTAL				

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

**B.7 SECOND OPTION YEAR PRICES**

Option Term: Twelve (12) Months

Description	Rate Per 100 LBS Unit	Rate per Unit	Estimated Quantity *	Total Estimated Amount US Dollars
<b>(a) Packing Services</b>				
(1) Packing of HHE				
(1.1) Packing services for surface shipments, including all materials, weighing and crating at residence and delivery to shipping line containers in Guatemala	CWT		30	
(1.2) Packing services for HHE under "air authorized destinations" as airfreight shipments, including all materials, weighing and crating at residence and delivery to carrier	CWT		2	
(1.3) Packing services for HHE for local move (within City limits)	CWT		2	
Minimum weight chargeable	1,000 LBS			
(2) Packing of UAB				
Packing, weighing, steel banding at residence and delivery to carrier	100 LBS		2,500	
Minimum weight chargeable	150 LBS			
<b>(b) Unpacking Services</b>				
(1) Unpacking of HHE				
(1.1) Receipt at contractor's Facilities, delivery and unpacking at residence	CWT		30	
(1.2) Receipt at Contractor's Facilities LTC (Less than Container Cargo) deliver and unpack at residence	CWT		2	
Minimum weight chargeable	250 LBS			
(2) Unpacking of UAB				
	100 LBS		2,500	
<b>(c) Storage Services</b>				
(1) Monthly Storage of Effects				
	CWT		6	

<b>(d) Freight Handling</b>				
Transportation between (1) PSTC, Izabal – FWDG	100 LBS		25,000	
(2) PQ, Escuintla – FWDG	100 LBS		25,000	
(3) AILA/COMBEX – LDG	100 LBS		20,000	
<b>(4) Vehicles</b>				
(4.1) Container Cargo Post – PSTC	20 FT 40/45 FT		5 5	_____
(4.2) Container Cargo Post – Puerto Barrios	20 FT 40/45 FT		5 5	_____
(4.3) Post – AILA Loose cargo	Per Trip		10	
Vehicle unloading from shipping line container or platform to a platform tower and transport to Embassy premises or designated residences				
(i) Without Boxing	Vehicle		10	
(ii) With Boxing	Vehicle		1	
Vehicle loading from Embassy premises or designated residences to platform tower and transport to contractor’s facilities for loading to shipping line container				
(iii) Without Boxing	Vehicle		0	
(iv) With Boxing	Vehicle		7	
<b>(e) Cost of fumigating the Empty Wooden Containers</b>	Container			
<b>(f) Liftvan Credit. Amount to be paid by the Contractor to the US Government (USG) via a credit in the invoiced amount for the imported USG liftvans. The amount will be the per-lift van credit for all lift vans imported in a given shipment.</b>				

<b>All such lift vans will become the property of the Contractor for re-use preferably for future outbound shipments of the US Embassy Guatemala.</b>	Liftvan		10	
TOTAL				

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

### B.8 THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

Description	Rate Per 100 LBS Unit	Rate per Unit	Estimated Quantity *	Total Estimated Amount US Dollars
<b>(a) Packing Services</b>				
(1) Packing of HHE				
(1.1) Packing services for surface shipments, including all materials, weighing and crating at residence and delivery to shipping line containers in Guatemala	CWT		30	
(1.2) Packing services for HHE under "air authorized destinations" as airfreight shipments, including all materials, weighing and crating at residence and delivery to carrier	CWT		2	
(1.3) Packing services for HHE for local move (within City limits)	CWT		2	
Minimum weight chargeable	1,000 LBS			
(2) Packing of UAB	100 LBS		2,500	
Packing, weighing, steel banding at residence and delivery to carrier	100 LBS		3,500	
Minimum weight chargeable	150 LBS			
<b>(b) Unpacking Services</b>				
(1) Unpacking of HHE				

(1.1) Receipt at contractor's Facilities, delivery and unpacking at residence	CWT		30	
(1.2) Receipt at Contractor's Facilities LTC (Less than Container Cargo) deliver and unpack at residence	CWT		2	
Minimum weight chargeable	250 LBS			
(2) Unpacking of UAB	100 LBS		2,500	
<b>(c) Storage Services</b>				
(1) Monthly Storage of Effects	CWT		6	
<b>(d) Freight Handling</b>				
Transportation between (1) PSTC, Izabal – FWDG	100 LBS		25,000	
(2) PQ, Escuintla – FWDG	100 LBS		25,000	
(3) AILA/COMBEX – LDG	100 LBS		20,000	
<b>(4) Vehicles</b>				
(4.1) Container Cargo Post – PSTC	20 FT 40/45 FT		5 5	_____
(4.2) Container Cargo Post – Puerto Barrios	20 FT 40/45 FT		5 5	_____
(4.3) Post – AILA Loose cargo	Per Trip		10	
Vehicle unloading from shipping line container or platform to a platform tower and transport to Embassy premises or designated residences				
(i) Without Boxing	Vehicle		10	
(ii) With Boxing	Vehicle		1	
Vehicle loading from Embassy premises or				

designated residences to platform tower and transport to contractor's facilities for loading to shipping line container				
(iii) Without Boxing	Vehicle		0	
(iv) With Boxing	Vehicle		7	
<b>(e) Cost of fumigating the Empty Wooden Containers</b>	Container			
<b>(f) Liftvan Credit. Amount to be paid by the Contractor to the US Government (USG) via a credit in the invoiced amount for the imported USG liftvans. The amount will be the per-lift van credit for all lift vans imported in a given shipment. All such lift vans will become the property of the Contractor for re-use preferably for future outbound shipments of the US Embassy Guatemala.</b>	Liftvan		10	
<b>TOTAL</b>				

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

#### B.9 FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

Description	Rate Per 100 LBS Unit	Rate per Unit	Estimated Quantity *	Total Estimated Amount US Dollars
<b>(a) Packing Services</b>				
(1) Packing of HHE				
(1.1) Packing services for surface shipments, including all materials, weighing and crating at residence and delivery to shipping line containers in Guatemala	CWT		30	
(1.2) Packing services for HHE under "air authorized destinations" as airfreight shipments, including all materials, weighing and crating at residence and delivery to carrier	CWT		2	

(1.3) Packing services for HHE for local move (within City limits)	CWT		2	
Minimum weight chargeable	1,000 LBS			
(2) Packing of UAB	100 LBS		2,500	
Packing, weighing, steel banding at residence and delivery to carrier	100 LBS		3,500	
Minimum weight chargeable	150 LBS			
<b>(b) Unpacking Services</b>				
(1) Unpacking of HHE				
(1.1) Receipt at contractor's Facilities, delivery and unpacking at residence	CWT		30	
(1.2) Receipt at Contractor's Facilities LTC (Less than Container Cargo) deliver and unpack at residence	CWT		2	
Minimum weight chargeable	250 LBS			
(2) Unpacking of UAB	100 LBS		2,500	
<b>(c) Storage Services</b>				
(1) Monthly Storage of Effects	CWT		6	
<b>(d) Freight Handling</b>				
Transportation between (1) PSTC, Izabal – FWDG	100 LBS		25,000	
(2) PQ, Escuintla – FWDG	100 LBS		25,000	
(3) AILA/COMBEX – LDG	100 LBS		20,000	
(4) Vehicles				
(4.1) Container Cargo Post – PSTC	20 FT 40/45 FT		5 5	_____

(4.2) Container Cargo Post – Puerto Barrios	20 FT 40/45 FT		5 5	_____
(4.3) Post – AILA Loose cargo	Per Trip		10	
Vehicle unloading from shipping line container or platform to a platform tower and transport to Embassy premises or designated residences				
(i) Without Boxing	Vehicle		10	
(ii) With Boxing	Vehicle		1	
Vehicle loading from Embassy premises or designated residences to platform tower and transport to contractor’s facilities for loading to shipping line container				
(iii) Without Boxing	Vehicle		0	
(iv) With Boxing	Vehicle		7	
<b>(e) Cost of fumigating the Empty Wooden Containers</b>	Container			
<b>(f) Liftvan Credit. Amount to be paid by the Contractor to the US Government (USG) via a credit in the invoiced amount for the imported USG liftvans. The amount will be the per-lift van credit for all lift vans imported in a given shipment. All such lift vans will become the property of the Contractor for re-use preferably for future outbound shipments of the US Embassy Guatemala.</b>	Liftvan		10	
TOTAL				

\* This estimated amount has been established based upon total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount reflected herein.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 PERFORMANCE WORK STATEMENT - SHIPPING/PACKING SERVICES

#### C.1 Work Requirements

C.1.1 General. The contractor shall provide services for the United States Mission, **Guatemala City, Guatemala** as described. 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 **Guatemala**.

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

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

#### C.2 Definitions.

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

"AILA" means Aeropuerto Internacional La Aurora, located in Zona 13, Guatemala City, Guatemala

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

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

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

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

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

"CWT" means Cubic Feet Weight Tare between gross and net weight in LBS

"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.

"FWDG" means Forwarding delivery location

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

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

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

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

"LDG" means the delivery Location Directed by the US Government within Guatemala City area.

"Lift Van Credit" means a reasonable value for the imported USG owned liftvans will be negotiated between the contractor and the U.S. Embassy Guatemala. This value will be the basis of a per-liftvan credit for all liftvans imported in a given shipment under this contract. All such liftvans will become the property of the Contractor for subsequent use in future outbound shipments for the U.S. Embassy Guatemala.

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

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

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

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

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

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

"PB" means Puerto Barrios, located in Izabal, Guatemala

"PSTC" means Puerto Santo Tomas de Castilla, located in Santo Tomas de Castilla, Izabal, Guatemala.

"PQ" means Puerto Quetzal, located in Puerto Quetzal, Escuintla, Guatemala.

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

"Work Site" means the designated location directed by the COR or his/her designee.

"Pack-and-crate method" means packing with proper materials and then store into wooden crates.

### C.3 GENERAL REQUIREMENTS.

Packing of client Household Effects or Government-owned materials for transportation is a highly specialized function. The measure of performance shall be the condition of packed articles upon arrival at their destination. The contractor must appreciate the importance of family possessions and U.S. Government property and always take the greatest care in handling and packing such articles. No claim for any additional compensation shall be considered unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under the terms of this contract or authorized by the Government in writing in advance.

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

Labor employed to perform services under this contract shall be experienced and competent in the performance of such services. Those employees who perform services at the client's office or residence shall be neat and in uniform identifying them as employees of the contractor. Contractor must comply with work schedule directed by the COR or the Customs and Shipping (C&S) Section Supervisor.

##### C.4.1 Packing Services.

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

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

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

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

- Padding, dunnage and packing into cases, barrels or crates of all fragile items.
- Wrapping in waterproof paper and padding all items of furniture, television sets and other valuable equipment. The Contractor shall crate this item. The Contractor shall place these items in the lift vans so as to prevent damage or shifting while in transit.
- Padding securely all mirrors and framed pictures, marble tops, etc., in crates made to the proper size of good packing grade dry lumber with least tare weight.
- All rugs and carpets shall be mothproofed, and crated or wrapped without folding.
- Packing clothing items, linens, bedding, lampshades and similar items in containers lined with tissue paper, carefully, to prevent excessive wrinkling or folding.
- Freezers or refrigerators shall be dry inside and the Contractor shall pad and secure all removable shelving and interior parts to prevent breakage or damage.
- Applying tightly and securely adequate steel banding to all wooden cases and containers and to the outside of other appropriate containers that may be used for shipments.

#### C.4.2 INVENTORY SYSTEM.

In conjunction with the client or his/her agent, the contractor shall prepare six copies of an Inventory List of all articles packed, bearing the signature of the client or his/her agent together with the signature of the contractor, both certifying to the correctness of the inventory. The contractor shall ensure diligence in recording any unusual condition of the goods being packed by the contractor. The inventory shall list each article. Words such as "HOUSEHOLD EFFECTS" or other general descriptive terms such as marred, scratched, soiled, worn, torn, gouged, and the like shall be avoided unless they are supplemented with a statement describing the degree and location of the exception. Care in the preparation of the initial inventory will assist in protecting the client of the property and the contractor in the event of loss and/or damage. Inventory Lists shall specify the name of the client of the goods, the date of 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. **Inventory List must include number of lift vans used for pack-out directed by the COR.**

#### C.5 FREIGHT HANDLING.

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

C.5.2 The Contractor shall transport **all incoming** Government cargo handled under the contract from commercial facilities at **PSTC or PQ or AILA** to the final destination in the **Guatemala City** area or elsewhere in **Guatemala** including off-loading from the contractor's vehicle, as specified by the COR unless otherwise directed by the COR in writing to the contractor.

C.5.3 The Contractor shall pick up from the Government in the **designated port** or elsewhere in **Guatemala** in time to ensure delivery to **designated location** or **designated airport** facilities within **24 hours** of the request for pickup. The Contractor shall not place cargo in any warehouse at Government expense without prior approval of the COR.

#### C.6 CONTRACTOR RESPONSIBILITIES.

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

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. **The team leader shall keep communication directly with the COR and should refer any unresolved questions to the COR.**

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

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

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

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

## C.7 SCHEDULING AND PLANNING SHIPMENT PICKUPS.

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

### C.7.2 PRE-SHIPMENT SURVEY.

Before the 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 to the client **within 24 hours** upon completion of the pre-shipment survey. A pre-shipment survey which deviates more than ten percent, either high or low, in either the export or storage estimates, will be documented by the COR in the contractor's performance file. A pre-shipment survey will not normally be required for shipments other than Household Effects shipments. **See section F.3.**

#### C.8 DURATION OF PACKING.

The contractor shall perform all packing and/or pickup of household goods and personal effects on the date beginning and at the time agreed upon between the contractor and the client or his/her agent. The client shall be any person the COR specifies as the client in the "Request for Shipment" form authorizing service. All services performed shall be performed on normal workdays between the hours of **08:00** a.m. and **17:00** p.m. Services may only be performed at the residence before **08:00** a.m. or after **17:00** 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.

#### C.9 TARE WEIGHT LIMITATION.

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

#### C.10. SHIPPING WEIGHT.

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

#### C.11 RECORD KEEPING REQUIREMENTS.

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

C.11.1.1 The Inventory List shall show the number and contents of each carton, listed by the correct name in English and **Spanish**; the date of shipment; lot number; name of contractor; container (lift van); and, an explanation of the condition symbols used. The Contractor shall give a copy of the Inventory List to the client. Care in the preparation of the initial inventory will assist in protecting the owner of the property and the contractor in the event of loss and/or damage. When there are two or more shipments, each shipment shall have a separate inventory and lot number. Copies of all Inventory Lists shall be provided to the COR by the contractor.

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

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

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

## C.12 CONTRACTOR RESPONSIBILITIES FOR U.S.GOVERNMENT FURNISHED MATERIALS .

C.12.1 Packing Material. U.S. Government furnished packing materials 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.

C.12.2 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.

C.12.3 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

## C.13 STORAGE AREA REQUIREMENTS.

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

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

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

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

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

#### C.14 REQUIREMENTS FOR STORAGE METHODS.

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

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

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

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

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

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

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

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

#### C.15 WAREHOUSE RECEIPT.

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

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

#### C.16 WAREHOUSE FACILITIES.

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

- (a) Storage buildings shall be constructed, with masonry walls and floors, watertight roofs, and maintained in good condition. The building shall be kept dry, clean, well ventilated, free of dampness, free of moths, rats, mice, and insects, and in orderly condition at all times.

- (b) Each building used for storage under this contract shall have as the minimum standard for qualification either:
  - (1) an acceptable automatic fire detection and reporting system, or an acceptable automatic sprinkler system; or
  - (2) a fire prevention and control plan, posted and maintained in each building; and necessary fire extinguishers and/or approved fire-fighting apparatus available and in good working order at all times.

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

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

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

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

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

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

- (1) forwarded by the Government directly to the carrier specified to transport the shipment; or

- (2) forwarded to the contractor to be surrendered to the carrier or its agent when the shipment is picked up at the contractor's premises; or
- (3) forwarded to the contractor to be surrendered to the carrier or its agent when the shipment is delivered by the contractor to the carrier or his agent.

The contractor shall obtain a proper receipt from the carrier or its agent at the time the baggage is delivered to the carrier by the contractor.

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

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

C.17.2 Upon receipt of the above information, the COR will furnish to the contractor, in writing, any additional shipment marking information; the necessary shipping data; and a completed and signed U.S. Government Bill of Lading (GBL) for each shipment that the Contractor has reported ready to ship. The contractor shall tender the GBL to the carrier specified to transport the shipment to the port of embarkation. It shall be the responsibility of the contractor to contact the carrier in sufficient time to load the shipment on the carrier's vehicle in time to have the shipment delivered to the port of embarkation by the delivery date designated in the shipping data furnished by the Government. In addition, the contractor shall ensure that all customs procedures have been accomplished, and shall obtain required documentation for all shipments. It is also the contractor's responsibility to notify the COR in writing if any shipment cannot be delivered to the port of embarkation by the date specified and the reason. Failure to provide this notice prior to the latest date the shipment is to be delivered to the pier may subject the contractor to any Liquidated Damages to be paid by the contractor to the carrier.

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

C.18.1 Receipt of Effects and Unaccompanied Air Baggage. It shall be the responsibility of the contractor to notify the COR immediately if any shipment is received

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

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

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

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

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

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

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

#### C.18.3 Obtaining Delivery Receipt.

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

C.18.3.2 It shall be the responsibility of the contractor to prepare a separate Inventory List, signed by the client or his/her agent, listing all articles lost or

damaged and describing such loss or damage. This Inventory List shall be submitted to the COR within seven calendar days after delivery of the goods.

C.18.4 Removal of Debris and Return of Containers. The contractor shall, upon completion of delivery and unpacking services, remove all trash dunnage, and debris from all shipping vans and containers. The contractor shall promptly deliver all empty steel vans, and other special-type containers, to the carrier or its authorized local agent. Steamship containers shall be released, immediately after unloading, to the local agent of the delivering carrier.

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

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

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

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

## C.20 COMPUTATION OF WEIGHT.

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

C.20.2 The contractor shall designate and the COR shall approve a scale to be used for determination of shipment weights. Subject scale must be officially certified by **Government of Guatemala designated institution** 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. **See Section F.3.**

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

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

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

## **SECTION D - PACKAGING AND MARKING**

### **D.1 CONTAINER SPECIFICATIONS**

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

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

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

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

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

(2) Reserved.

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

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

### **D.3 WRAPPING AND PACKING**

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

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

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

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

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

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

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

(g) Disassemble large or bulky items if this can be done without damage to the item. Nuts, bolts, screws, or other hardware shall be securely wrapped in plastic or paper, and clearly marked. This packet should be securely attached to the articles from which removed, but not in a manner that could damage the article.

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

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

(j) Before leaving the premises, check with the client to make sure all desired packing has been completed. If packing is completed, clean up and remove all debris from the area.

#### D.4 PROHIBITED ACTIONS

Contractor employees shall not:

(a) Attempt to disassemble, assemble, or repair electrical appliances or mechanical items;

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

#### D.5 PROHIBITED ITEMS

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;
- (f) Groceries and provisions, other than those for consumption by client and immediate family;
- (g) Coins, currency, valuable papers, or jewelry, as the client must retain custody of these articles; or
- (h) Dangerous items such as loaded firearms, ammunition, explosives, flashbulbs, matches, flammables, acids, paints, or aerosol containers.

#### D.6 SPECIAL HANDLING INSTRUCTIONS

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

(a) Professional Books, Papers and Equipment. Packing shall be in the same manner as other articles, but such items shall be packed, weighed, marked, numbered and listed separately on the Inventory List. The client will identify such items and set them apart from the rest of the Household Effects.

(b) Articles of extraordinary value. Packing shall be performed only in the presence of the client or his/her agent. For official packing of U.S. Government articles of extraordinary value, specific instructions shall be provided to the contractor in each case by the COR.

(c) Art Objects and Artifacts. The packer is to note the ratio of artwork to Household Effects among the client's effects, and if the ratio appears excessive, the contractor shall notify the COR.

(d) Electronic Items. **No electronic items are allowed to be shipped as UAB.** Should the client insist that such items be included in UAB, the contractor shall advise the client of the risks of damage, advise the client that they can file a claim or obtain private insurance., The contractor will note on the COR copy of the Inventory List that such advice was given.

(e) Furniture. Large items of furniture that does not fit into standard cartons shall be protected with packing material and heavy gauge cardboard cut and fitted to the item. For fragile or heavy items, a wooden crate shall be constructed around the item. Examples of items requiring such special treatment include pianos, curio cabinets, ornamental screens, and other furnishings subject to damage.

(f) Shipping of Vehicles. For purposes of this contract, MOTORCYCLES are to be considered HHE **and must be listed as another article in the packing list including VIN and property certification or owner's title. Motorcycles are not exempted of import taxes.**

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

#### D.7 PROTECTION AGAINST INSECTS

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

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

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

#### D.8 WATERPROOFING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

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

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

52.246-4 INSPECTION OF SERVICES AUG 1996  
FIXED-PRICE

52.246-14 INSPECTION OF TRANSPORTATION APR 1984

### E.2 FACILITIES

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

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

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

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

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

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

**E.3 ADDITIONAL FACILITIES**

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

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

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

<b>Performance Objective</b>	<b>PWS Para</b>	<b>Performance Threshold</b>
<b><u>Services.</u></b> Performs all packing services set forth in the performance work statement (PWS)	C.1 thru C.19	<b>All required services are performed and no more than one (1) customer complaint is received per month</b>

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

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

**E.4.3 PROCEDURES.**

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

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

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

### F.2 PERIOD OF PERFORMANCE

F.2.1. After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start. The period of performance shall be from **starting on date of award and continuing for a period of twelve (12) months.**

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

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

### F.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

Description	Quantity	Delivery Date	Deliver To:
C.4.1.3 Survey Request	1	Within 24 hours after Request	COR
C.4.2 Inventory List	6	Within 2 days after completing pack-out	Original – Contractor One – Client Four – COR

C.7.2 Preshipment Survey Report	2	Within 24 hours after survey	Client & COR
C.8 Changes in date/time of packing	2	2 hours before scheduled time/date	COR Client
C.12.2 Stock Levels Records	1	Throughout contract period of performance	COR
C.15 Non-Negotiable Warehouse Receipt	1	5 calendar days after pickup storage at the GOV facility	Original – COR
C.17.1 Notice of Completion of Services	1	Immediately upon completion of required services	COR
C.17.1.1. Notice of Availability for Shipment	1	Completion of each assigned packing effort	COR
C.17.1.1. Request for Shipping	1	24 hrs after Notice of Availability	COR
C.17.1.1. Required Shipping Documentation	1	By Date of Embarkation	COR
C.18. Receipt of Effects and Unaccompanied Air Baggage	1	Upon discovery	COR
C.18.3.1 Delivery Receipt	1	Upon completion of copy to delivery and/or unpacking	COR
C.18.3.2 Inventory List articles lost or damaged in shipment	6	7 calendar days after delivery of goods	Original – Contractor One – client One – COR
C.20.4. Weight Certificate	1	Submission with each invoice	COR
C.20.2 Certificate of scale Accuracy updated	2	Every 3 months	COR
H.1 GOV Identity Cards	Number Issued	Return upon expiration of contract or when an employee leaves contractor service	COR
H.6 Certificate of Insurance	1	Within 10 days after contract award	CO

## SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

#### G.1.2 DUTIES

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

### G.2 SUBMISSION OF INVOICES AND PAYMENT

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

Finance Management Office  
Embassy of the United States of America  
Avenida La Reforma 7-01, Zona 10  
Guatemala 01010, Guatemala

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

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

(a) If more than one contractor has received an award for these services, the following procedures shall govern regarding issuance of individual task orders. No work

shall be performed without a task order being issued to the contractor by the Contracting Officer.

(b) As the need for services arises, the Government will develop a price estimate.

If the estimate does not exceed US\$2500.00, the Government will follow the procedures in paragraph (c) below. If the estimate exceeds US\$2500.00, the Government will follow the procedures in paragraph (d) below.

(c) Orders not exceeding US\$2500.00 - The Government will select a contractor for issuance of the task order. This decision will be based on the Government's best interests, which may include factors such as estimated price; past performance record; need to meet contractual minimums; or desire to avoid exceeding task order limitations set forth in Section I, FAR 52.216-19, "Order Limitations".

(d) Orders exceeding US\$2500.00 - Unless one of the exceptions in paragraph (e) below applies, the Government will follow one of the following two scenarios:

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

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

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

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

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

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

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

G.4 The contractor shall include Value Added Tax (VAT) [IVA] on invoices' amount submitted for payment.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 SECURITY

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

### H.2 STANDARDS OF CONDUCT

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

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

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

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

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

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

(g) Key Control. The contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where it is determined that the contractor or its agents have duplicated a key without permission of the COR, the contractor shall remove the individual(s) responsible from performing work under the contract. If the contractor has lost any such keys, the contractor shall immediately notify the COR. In either event, the contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

### H.3 PERSONNEL HEALTH REQUIREMENTS

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

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

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

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

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

(d) Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease	Statutory as required by country law <b>Instituto Guatemalteco de Seguridad Social – IGSS</b>
Employer's Liability	Statutory as required by country law <b>Instituto Guatemalteco de Seguridad Social – IGSS</b>

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

(f) Permits. Without additional cost to the Government, the contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the offeror.

#### H.5 ORDERING OFFICIAL

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

#### H.6 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting

Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-self insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

## SECTION I - CONTRACT CLAUSES

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

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

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

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL	NOV 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS	OCT 1997

52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION TRANSLATION OF CONTRACT	FEB 2000
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUNE 1996
53.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232.33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE ALTERNATE II (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP 2006
52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (ALTERNATE I- APR 1984)	MAY 2004
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-5	FAMILIARIZATION WITH CONDITIONS	APR 1984
52.247-10	NET WEIGHT - GENERAL FREIGHT	APR 1984
52.247-11	NET WEIGHT - HOUSEHOLD GOODS OR OFFICE FURNITURE	APR 1984
52.247-12	SUPERVISION, LABOR, OR MATERIALS	APR 1984
52.247-13	ACCESSORIAL SERVICES - MOVING CONTRACTS	APR 1984
52.247-14	CONTRACTOR RESPONSIBILITY FOR	APR 1984

52.247-15	RECEIPT OF SHIPMENT CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR 1984
52.247-16	CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT	APR 1984
52.247-17	CHARGES	APR 1984
52.247-18	MULTIPLE SHIPMENTS	APR 1984
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR 1984
52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS	APR 1984
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT	APR 1984
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.216-18 ORDERING (OCT 1995)

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

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

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

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **US Dollars 2,500.00** 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 **US Dollars 15,300.00**

(2) Any order for a combination of items in excess of **US Dollars 250,000.00**; or

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

(c) If this is a requirements contract (such as, includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **one (1) day** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's

rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

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

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years**.

I.7 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (only if over \$100,000)

(a) *Definition.* As used in this clause—

*United States* means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151– 188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1- 866- 667- 6572  
1- 866- 316- 6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N- 5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the

value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

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

I.9 Reserved

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

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

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

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

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

- (1) Packed, picked up, loaded, transported, delivered, unloaded, or unpacked;
- (2) Stored in transit; or

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

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

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

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.12 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

I.13 652.243-70 NOTICES (AUG 1999)

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

I.14 652.242-73 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.

I.15 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

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

New Year's Day Martin Luther King's Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans Day Thanksgiving Day Christmas Day	Holy Thursday Good Friday Guatemala Labor Day Army Day Feast of the Assumption Guatemala Independence Day Revolution Day All Saints Day
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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. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

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

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

(End of clause)

I.16 652.242-71 NOTICE OF SHIPMENTS. (JULY 1988)

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

I.17 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

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

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

I.18. 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

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

I.19 PAYMENT IN LOCAL CURRENCY

All payments shall be made in **Quetzales**.

I.20 652.237-71 IDENTIFICATION/BUILDING PASS (APR 2004)

(a) *Contractors working in domestic facilities who already possess a security clearance.*

(1) The contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to

Department of State facilities. The Bureau of Diplomatic Security, Office of Domestic Facilities Protection shall issue passes. They shall be used for the purpose of facility access only, and shall not be used for any other purpose.

(2) The contractor shall submit a Visitor Authorization Request (VAR) Letter to the Bureau of Diplomatic Security, Information Security Programs Division, Industrial Security Branch (DS/ISP/INB) on its cleared employees containing the following information:

- (i) Contractor employee's full name, social security number, and date of birth;
- (ii) Contractor's company name;
- (iii) Security clearance level;
- (iv) Date the clearance was granted;
- (v) Name of the contractor's Facility Security Officer;
- (vi) Contracting Officer's Representative (COR); and,
- (vii) Contract number.

(3) DS/ISP/INB shall process and approve the VAR letter, if appropriate. The approved VAR letter shall be forwarded to the contractor for their records.

(4) The contractor employee shall hand-carry the following documentation to the Building Pass Office, Department of State, 520 23<sup>rd</sup> Street, courtyard of Columbia Plaza, Washington, DC:

- (i) A Department of State sponsorship letter from the COR, addressing the following:
  - (A) The purpose for which the pass is being requested;
  - (B) The employee's valid security clearance level (reflected on the VAR);
  - (C) Contract number and period of performance;
  - (D) Type of access (24/7, normal business hours, escort authority or no escort authority granted); and,
  - (E) Expiration date of building pass (1 year or 3 years);
- (ii) Letter on company letterhead to accompany the application, containing the following information:
  - (A) The purpose for which the pass is being requested;
  - (B) Verification of employment;
  - (C) The employee's valid security clearance level; and,
  - (D) Contract number and period of performance; and
  - (iii) The DS-1838, *Request for Building Pass Identification Card*.

(b) *Contractors working in domestic facilities where security clearances are not required.*

(1) The contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities. The Bureau of Diplomatic Security, Office of Domestic Facilities Protection, shall issue passes. They shall be used for the purpose of facility access only, and shall not be used for any other purpose.

(2) The contractor shall submit the following paperwork, in original, to the Bureau of Diplomatic Security, Information Security Programs Division, Industrial Security Branch (DS/ISP/INB):

- (i) SF-85P, *Questionnaire for Public Trust Positions*;
- (ii) SF-85P/S, *Supplemental Questionnaire for Selected Positions*; and,

(iii) DOS Credit Release, which may be obtained from DS/ISP/INB via mail or facsimile.

(3) DS/ISP/INB shall conduct a preliminary background check. If the background check is favorable, DS/ISP/INB will forward a letter to the company Facility Security Officer (FSO) notifying them that the individual may proceed to the Building Pass Office to continue the badging process. DS/ISP/INB will forward a copy of this letter to the Building Pass Office.

(4) When a contractor employee is approved to receive a building pass, he/she shall hand-carry the following documentation to the Contractor Building Pass Office, Department of State, 520 23<sup>rd</sup> Street, NW, courtyard of Columbia Plaza, NW, Washington, DC. :

(i) A Department of State sponsorship letter from the COR, addressing the following:

(A) The purpose for which the pass is being requested;

(B) Whether or not the employee has a valid security clearance;

(C) Contract number and period of performance;

(D) Type of access (24/7, normal business hours, escort authority or no escort authority granted); and

(E) Expiration date of building pass (1 year or 3 years);

(ii) DS Form 1838, *Request for Building Pass Identification Card*;

(iii) Letter on company letterhead to accompany the application, containing the following information:

(A) The purpose for which the pass is being requested;

(B) Verification of employment;

(C) Whether or not the applicant has a valid security clearance; and,

(D) Contract number and period of performance;

(iv) Original SF-85P or a copy of the SF-85P, with an original signature and current date;

(v) Original SF-85P/S or a copy of the SF-85P/S, with an original signature and current date;

(vi) Copy of the DOS Credit Release, with an original signature and current date; and,

(vii) Original proof of U.S. citizenship, such as a birth certificate or valid U.S. passport. Non-U.S. citizens must submit a valid photo Immigration and Naturalization Service Employment Authorization Document (INS EAD).

(5) Applicants shall be fingerprinted at the Building Pass Office and the process for a building pass shall be initiated. The approval process shall take at least 48 hours. Applicants shall not return to the Building Pass Office until they receive notification from DS/ISP/INB that the process is complete. Once DS/ISP/INB receives notification from the Building Pass Office that a building pass can be issued, DS/ISP/INB shall notify the FSO and the COR that the applicant has been approved for initial contract performance.

(c) *Contractors working in overseas facilities.* Contractors shall submit appropriate documentation to obtain building passes as specified in the contract.

(d) All contractor employees, both domestic and overseas, shall wear the passes in plain sight at all times while in Department of State buildings. All contractor employees

shall show their passes, where appropriate, when entering these buildings and upon request of uniformed guards or any other authorized personnel.

(e) All passes shall be returned to the COR upon separation of the employee, or expiration or termination of the contract. Final payment under this contract shall not be made until all passes are returned to the COR.

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

### **J.1 LIST OF ATTACHMENTS**

EXHIBIT A - CONTAINER SPECIFICATIONS

EXHIBIT B - CONTRACTOR FURNISHED MATERIALS

EXHIBIT C - RESERVED

EXHIBIT D - RESERVED

EXHIBIT E - DECLARATION OF WOOD PACKAGING FORM

## J.2 EXHIBIT A

### CONTAINER SPECIFICATIONS

All shipments must be packed in standard containers of 20, 40 or 45 cubic feet depending on the need and shipment size.

**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. Heat treatment is preferred. Similar importation restrictions 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 restrictions are already in place in the European Union, shipments destined or transiting through our storage facility in Antwerp should also be heat treated or fumigated with methyl bromide. If the fumigation method is chosen, take precautions to ensure only the wood products are fumigated. Do not, repeat do not fumigate a crate or container with personal effects inside.**

### J.3 EXHIBIT B

#### CONTRACTOR FURNISHED MATERIALS

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

Contractor must keep on hand, certifications of scales' verifications made by the local government entity for review and acceptance of the COR.

J.4 EXHIBIT C

RESERVED.

J.5 EXHIBIT D  
RESERVED

J.6 EXHIBIT E

DECLARATION OF WOOD PACKAGING

**TO WHOM IT MAY CONCERN**  
**DECLARATION OF WOOD PACKAGING**

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

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

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

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

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

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

All solid wood packing material (SWPM) entering the United States must be heat treated and marked according to the ISPM (International Standards for Phytosanitary Measures) 15 Standard, with an approved international mark certifying treatment. In practice all wood packaging (pallets, crates, boxes, etc.) made from unprocessed raw wood and used in supporting, protecting or carrying a commodity, must be heat treated and the packaging must be stamped on at least two sides with the officially approved mark verifying the treatment and incorporating the registration number of the producer

of the packaging. This rule does not affect packing material made exclusively from manufactured processed wood products such as plywood, chipboard, and fiberboard, since these are products that are a composite of wood constructed using glue, heat and pressure or any combination thereof.

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

### K.1 52.204-7 Central Contractor Registration (JULY 2006)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

- (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (Jan 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 48411, 48421, 48422, 488991.

(2) The small business size standard is 18.5 million.

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

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

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

(i) Paragraph (c) applies.

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

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

FAR CLAUSE #

TITLE

DATE

CHANGE

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

(End of provision)

K.3 THROUGH K.7 RESERVED

K.8 AUTHORIZED CONTRACT ADMINISTRATOR

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

K.9 652.225-70 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.

K.10 DEFENSE BASE ACT INSURANCE – COVERED CONTRACTOR EMPLOYEES

(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 <u>where there are no</u> 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 <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also 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.

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

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 SUBMISSION OF OFFERS

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

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

L.1.2.1. (1) completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Sections B and K have been filled out.

**(2) Offerors shall submit prices in U.S. Dollars. Payment will be made in local currency at the U.S. Department of State's official exchange rate in effect on the date of the invoice.**

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

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

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

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

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

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

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

(a) a copy of the Certificate of Insurance, or

(b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

### L.1.3 PROPRIETARY DATA

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

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

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

<http://www.arnet.gov/far/> or, <http://farsite.hill.af.mil/search.htm>

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

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

52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004

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

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

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

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **General Services Office, Embassy of the United States of America, Avenida La Reforma 7-01, Zona 10, Guatemala 01010, Guatemala.**

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

#### L.4 FINANCIAL STATEMENT

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

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

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

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

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

L.5 Reserved.

#### L.6 PRE-PROPOSAL CONFERENCE

L.6.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on **February 21, 2007, at 09:30 hours** at the **Embassy of the United States of America, Avenida La Reforma 7-01, Zona 10, Guatemala 01010, Guatemala.** Offerors interested in attendance should contact the following individual:

**Sergio E. Alemán, telephone number (502) 2326-4601, Fax number (502) 2326-4652**

L.6.2. Offerors are urged to submit written questions at least three **(3) working** days prior to the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

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

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

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

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

(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 officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward 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 Mr. Scott Heckman, Management Officer, telephone number (502) 2326-4000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

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

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

- (1) United States citizens or residents;
  - (2) Individuals hired in the United States or its possessions, regardless of citizenship;  
and
  - (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.
- (b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:

Services @ **US Dollars 6.45 per US Dollars 100.00 of employee compensation**; or

Construction **NA.**

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

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 Evaluation of Proposals.

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

### M.1.2 Basis for Award.

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

- (a) Price will be evaluated as provided elsewhere in this section.
- (b) Technical acceptability will include a review of past performance and experience as defined in Section L.1.1, and any technical information provided by the offeror with its proposal. In addition the Government may request an appointment to look at the offeror's facilities, including equipment.
- (c) Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

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

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

M.3 QUANTITIES FOR EVALUATION

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

M.4 SEPARATE CHARGES

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

M.5 AWARD WITHOUT DISCUSSIONS

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