

# 2021 Standard Tender of Service (STOS)

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## Standard Tender of Service (STOS)

### Origin Packing Services

**19WZ6021T0001**

**Effective date from 1 March 2021 to 28 February 2022**

**U.S. Embassy Mbabane, Eswatini**

**General Service Office – Shipping Section**

**Corner of MR103 and Cultural Center Drive**

**Ezulwini, Eswatini**

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## SECTION 1: GENERAL

### ITEM 1-1 TENDER ADMINISTRATION DATA:

Contracting Officer's Representative (COR):	Susan Gama, Shipping & Travel Assistant Email: MbabaneShipping@state.gov
Alternate Contracting Officer's Representative (A/COR):	Charmaine Tfwala, Shipping & Travel Assistant Email: MbabaneShipping@state.gov
Overview of Tender Contracting Officer (CO):	The General Services Officer – Lee Thompson Email: MbabaneShipping@state.gov
Physical Address:	U.S. Embassy Corner of MR 103 and Cultural Center Drive, Ezulwini, Eswatini Attention: GSO Shipping

### ITEM 1-2 SCOPE OF THE TENDER OF SERVICE (TOS)

- A. **GENERAL:** This TOS provides terms and conditions for the transportation and all related services within the U.S. Embassy Mbabane. All Transportation Service Providers (TSP) used as your agents must have a valid (RFA) Road Freight Association, (PMA) Professional Movers Association certification or (SAMA) South African International Movers Association, for transportation of shipments. All Customs brokers used should be registered with (SAAFF) South African Association of Freight Forwarders (SCCAFFA) Eswatini Customs Clearing Agents and Freight Forwarders Association, must be, Customs compliant and be in good standing with the Credit Bureau. The packing company should be a member of (FIDI) Federation of International Furniture Removers Industry or similar professional furniture removal audited organization.
- B. **PACKER LIABILITY:** All property transported under provisions of this TOS (See Section 8) shall be valued at the full replacement value. Full replacement value is defined as the full cost of repair or replacement of the actual value of the property at time of loss or damage. In the case of a complete loss of a shipment, the participant must offer all shipments being released at a base value of \$8.50 times the net weight of the surface shipment and gross weight for UAB shipments. All measurements are calculated in pounds.
- C. No guaranteed container loads or airfreight cargo are provided under this TOS.

### ITEM 1-3 REVISING TOS PROVISIONS AND METHOD OF CANCELING ORIGINAL OR REVISED PAGES

The TOS is revised and reissued by U.S. Embassy Mbabane's Contracting and Shipping General Services Office as necessary. This is done through electronic publication of the changes, the issuance of page revisions (original or revised), or the re-issuance of the document.

### ITEM 1-4 UNINTENTIONALLY ACCEPTED TENDER RULE

Tenders that are unintentionally accepted and distributed for use, which are later found not to be in compliance with the TOS, are subject to immediate removal by the tender accepting agency. The carrier will be notified when tenders are removed under these circumstances and will be advised on the basis for their removal. Even though a tender was unintentionally accepted, such tender may be used until the carrier cancels it. **The Packer is not authorized to solicit/distribute this tender to unauthorized parties.**

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## **ITEM 1-5 LAWFUL PERFORMANCE AND OPERATING AUTHORITY**

The Packer agrees to comply fully with the applicable U.S. federal, state and local laws and /or regulations of South Africa and/or appropriate countries as applicable and ordinances bearing on the performance of services specified herein and shall possess the necessary operating authorities required by regulatory agencies. Common transport carriers shall possess the required carrier documentation. The TSP shall provide the transportation of the household effects to and from or between the places where the shipment may move by provisions of this tender.

## **SECTION 2: PARTICIPATION**

### **ITEM 2-1 GENERAL**

Participation in the U.S. Government (USG) TOS is open to any packer possessing the operating authority and insurance pertaining State/Federal laws and local laws of South Africa, Eswatini and, Lesotho.

### **ITEM 2-2 APPROVAL TO PARTICIPATE**

A packer must meet the following requirements to become eligible to participate and perform services under this TOS. The applicable approval documentation with a complete tender package must be mailed or e-mailed to the attention of the Contracting Officer. The applicable documents must be e-mailed to [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov) or express mailed or hand delivered with this Tender to General Services Office-(Shipping), U.S Embassy, Corner of MR103 and Cultural Center Drive. Questions relating to the approval requirement may be directed to the Contracting Officer by e-mail at [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov). Closing date of the tender is January 3, 2020.

#### **APPROVAL REQUIREMENTS:**

- One (1) copy of the firm's current assignment letter from the National Motor Freight Traffic Association (NMFTA) or The Road Freight Association (RFA) of Eswatini or Professional movers Association (PMA)
- One (1) copy of the firm's/sub-contractor's registration with Eswatini /South African Freight Forwarders Association
- One (1) signed copy of the company registration with Registrar of Companies within Eswatini and any other official documentation pertaining to the company registration
- One (1) signed copy of the Packer Certification with (FIDI) Federal International Furniture Removers Industry or other similar international furniture removals audited company
- One (1) signed copy of the Trading Partner Agreement / Letter of Intent (**See attachment ITEM 9-2 – Trading Partner Agreement & Letter of Intent**)
- Evidence that the transporting companies and the TSP operate an established business with permanent address and telephone numbers requirement within Eswatini (Financial Intelligence Centre Act, FICA)
- List of five (5) largest clients (by volume) in the past three (3) years, demonstrating prior experience with relevant past performance reports. Reference information shall include volume of cargo processed by the firm for this client per year, client contact information (name, positions, phone number, e-mail address and physical address)
- Evidence the offeror/quoter has all the licenses and permits required by applicable local law, in Mbabane Eswatini
- Names of transporting companies if sub-contracted assigned for road freight assignments
- Certificate of Insurance for goods in transit and insurance whilst within warehouse facilities
  - If the insurance expires during the Tender a renewed proof of insurance should be provided or the firm will be withdrawn from the TOS
- Evidence the offeror can provide the necessary equipment, personnel and financial resources needed to perform the work requested within this Tender
- A hardcopy brochure of the organization with history of the company
- Current financial statements as well as the last three (3) years' financial statements

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- Rates for services provided (attachment 9.3)
- Evidence the Customs Broker is Customs compliant
- Statement from cognizant fire insurance rating organization or insurance company determining the sufficiency and adequacy of firefighting water supply. The system must be accredited by a firefighting facility.
- Valid certificates for fire equipment inspections
- Certificate for pest control
- Calibration certificates of mobile scales
- Copies of vehicle pre-trip inspection sheets
- Completed warehouse evaluation questionnaire

The TSP shall provide the name, mailing address, telephone number(s) and e-mail addresses of any operations points of contact, which will be responsible for tracking of shipments and advising on the road freight, shipping and delivery information at all times. The U.S. Embassy intends to send all documents electronically or via courier service when original documents are required. The TSP will also supply the U.S. Embassy with a website address that will allow the U.S. Embassy personnel to track and trace shipments by document number or the shipment number.

TSP may only be represented under the name of one company. Multiple solicitations will produce automatic disqualification for all associated companies.

## **ITEM 2-3 CONTINUED PARTICIPATION**

Once a packer has been awarded/accepted to participate under this TOS, continued participation depends upon:

- The TSP showing a willingness and ability to meet the transportation requirements of the U.S. Embassy
- The packer's continuation of insurance

This TOS is performance based. Failure to perform agreed services may result in immediate termination of this TOS as determined by the USG Tender Administrator(s) as defined in **ITEM 1-1 Tender Administration Data**. The USG's expectation of a TSP is to provide consistent and satisfactory work that meets all requirements in this Tender of Service. Performance measures may include but are not limited to:

- Percentage of on-time deliveries
- Percentage of shipments documentation provided in a timely manner
- Percentage of billing improprieties
- Average response time
- Percentage of customer satisfaction reports

## **SECTION 3: OFFERS OF SERVICE**

### **ITEM 3-1 SUBMISSION OF RATES**

TIME OF FILING: A complete rate package as listed on **ITEM 2-2 Approval to Participate** must be mailed or e-mailed to the attention of the Contracting Officer. The applicable documents must be e-mailed to [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov) or express mailed or hand delivered with this Tender to General Services Office-(Shipping), U.S Embassy, Corner of MR103 and Cultural Center Drive before 16h00 on **January 3, 2020**. A complete tender package must be sent in a single e-mailed, mailed or hand delivered package, with all supporting documentation attached. No exceptions after this date and time will be considered.

The rate quote spreadsheet (see attachment 9.3) for your rate submission is in Microsoft Excel format. Assessorial charges must all be all-inclusive under the Tender of Service: terminal handling charges, security fees, documentation and toll gates fees. All Assessorial charges must have supporting documentation. All rates must be quoted in Eswatini Lilangeni with exception for rates given from the air carriers and vessel shipping lines, which can be quoted in USD.

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If more than one contractor has received an award for these services, the following procedure shall govern the issuance of individual orders/bill of lading (BOL). No work shall be performed without a BOL being issued to the contractor by the Contracting Officer.

1. As the need for services arises, the U.S. Government will develop a price estimate. If the estimate does not exceed US\$10,000, the U.S. Government will follow the procedures in paragraph (2) below. If the estimate exceeds US\$10,000, the U.S. Government will follow the procedures in paragraph (3) below.
2. Orders not exceeding US\$10,000 – The U.S. Government will select a contractor for issuance of the order. This decision will be based on the U.S. Government’s best interests, which may include factors such as estimated price and past performance record.
3. Orders exceeding US\$10,000 – Unless one of the exceptions in paragraph (5) below applies, the U.S. Government will follow one of the following scenarios:
  - The U.S. Government will request each contractor to perform, AT NO COST TO THE U.S. GOVERNMENT, a pre-shipment survey after which the contractor will present an estimate to the U.S. Government.
  - Whether or not the contractor is selected for an individual order, the U.S. Government shall not be liable for any claim from the contractor for the costs of performing a pre-shipment survey. Selection will be based on a combination of estimated price and past performance information or;
  - If the Contracting Officer can establish which Contractor price will result in the lowest price for the individual order without requesting a pre-shipment survey, the U.S. Government will make its award based upon the prices set forth in the TOS and past performance information gained as a result of contractor performance under previous Tender.
4. The Department of State does have an Acquisition Ombudsman who will review any complaints by contractors to ensure that all contractors are afforded a fair opportunity to be considered for the BOL awards, pursuant to the procedures for award of BOL.
5. Exceptions to the procedures in paragraph (3) above:
  - The agency need for the required services is of such urgency that providing such competitive opportunity would result in unacceptable delays;
  - The BOL 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 this TOS, provided that the awardees were given fair opportunity to be considered for the original BOL.

## **ITEM 3-2 MODIFICATIONS TO TENDER**

**A TSP (Carrier) may not modify this tender by adding or removing services—this will result in immediate termination of the tender of service.**

## **SECTION 4: STATEMENT OF WORK**

### **ITEM 4-1 SCOPE OF WORK**

The TOS requirements include but is not limited to non-personal services, providing all necessary labor, materials and facilities for the customs clearance, transportation to and from ports pickup, receipt, weighing, re-weighing, preparation of packing list(s), inventories, or other appropriate documentation, placement into temporary storage, bond store, export packing, delivery, unpacking and all other related services.

#### **Services included in the rate**

1. Packing, including use of packing containers and materials from origin
2. Lift vans may be new wooden, or USG approved used lift vans which are in compliance with the ISPM15 Standards
3. Extra Mileage/Trip Fees
4. Inside (internal) and outside (external) lift charges
5. All charges associated with heavy or bulky items to include piano/organ
6. All charges associated with Motorcycle Crates to include Clip Lock and Snap-Tight Crate
7. All boxing or crating charges for LCD, LED, Plasma and any flat panel TV
8. Extra labor, long carry and all charges associated with mini storage
9. All charges for shuttle service

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10. All charges for toll gates
11. All charges associated with assembly/disassembly of furniture, athletic/exercise equipment
12. All charges for uncrating of any type container
13. All charges associated with servicing grandfather/Cuckoo Clocks and Chandeliers
14. Unpacking, removal of debris as requested by the employee
15. Placement into bond store and storage
16. Lift vans are to be held in storage until advised by the CO on how to dispose or utilize them

### **I. EXPORT PACK**

#### Unaccompanied Baggage Packed by Packer

##### **Minimum chargeable rate 100 Lbs.**

The TOS requirements include but are not limited to packing unaccompanied baggage into tri-wall containers, weighing at residence on calibrated portable commercial scales (not bathroom scales), and hauling to Packer's facility. Finally providing packing materials for UAB, banding, reweighing on calibrated scale, marking, preparation of standard packing list/inventory and weight certificate.

The GSO Shipping Section will notify the TSP on BOL what date and time to pack the shipment. Effects must be packed in Tri-wall measuring 5, 10, or 15 CUFT only. Each piece or Tri-wall container must not exceed 200 lbs. Multiple pieces cannot be shrink-wrapped or palletized outside the Tri-wall container. All the effects must fit into the Tri-wall container, any items exceeding the tri-wall carton should be placed within HHE.

#### Export Packing of Effects from Residence/Vendor

This Tender requires the complete services for packing and shipping of household and personal effects, to include, but not limited to, packing; inventory; crating; loading into new wood or approved USG used lift vans at the residence. Haul lift vans back to packing facility to weigh; cube and band. The stenciling on the lift vans should be as instructed on Government Bill of Lading (GBL). Markings should include the name of the employee, the net, tare and gross weights (in LBS and KGS) and cubic measurement. The hauling of containers to port to be stowed on vessel to final destination.

**All wood/plywood container(s) must meet ISPM 15 (USDA/APHIS) requirements, be heat-treated, and bear the IPPC stamp on all sides of the lift van(s). SIZE MAY NOT EXCEED 96"L BY 46"W BY 87"H. PACKER MUST PROVIDE DIMENSIONS, NET/GROSS WEIGHT AND PACKING AUTHORIZATION # TO DESPATCH AGENT BELOW \*ONLY AFTER RECEIPT OF PACKING LIST WILL A BOL BE ISSUED.**

#### HHE by Air Export Packing from Residence/Vendor

The Packer shall pack the household and personal effects into Tri-wall containers. If the shipment occupies an entire contour type air container, registered and approved by the International Air Transport Association (IATA), and can be accommodated by aircraft servicing the post, the contour-type "IATA 5" container must conform to United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS) ([www.aphis.usda.gov](http://www.aphis.usda.gov)) specifications for the destination designated on the Packer's Authorization. **All Wood/plywood container(s) must meet ISPM 15 (USDA/APHIS) requirements be heat-treated and bear the IPPC stamp on all sides of the container(s).** Only the CO may authorize, subsequently approve, or request the use of another container of different size and/or construction of HHE by Air Export Packing. No restricted items by airlines should be packed in UAB or HHE by air. Failing to meet this requirement may result in a violation.

WHEN SERVICES ARE REQUIRED FOR SHIPMENTS WEIGHING LESS THAN 100 POUNDS, A MINIMUM CHARGE MAY BE ASSESSED ON 100 POUNDS AT THE APPLICABLE RATE.

#### Special Crates authorized to be constructed

The packer must supply the General Services Office (GSO) Shipping Section with a copy of the special request/accessorial form. The authorization must include a description of the items to be crated, whether the items are being exported or placed in storage, if the crate is required for safe transport, or if the employee requested it and the total cost. (See attachment 9-4 14FAM Exhibit 611.6 Limitations). Please include the shipper's name, Shipment number along with the GSO Shipping Section's name on all requests. Crate(s) must conform to United States Department of Agriculture, Animal and Plant Health Inspection Service ([www.aphis.usda.gov](http://www.aphis.usda.gov)) specifications

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for the destination designated on the Packer's Authorization. All wood/plywood container(s) must meet ISPM 15 (USDA/APHIS) requirements be heat-treated and bear the IPPC stamp on all sides of the container(s). Please use crating/accessorial forms included in this Tender of Service (See attachment 9-4). The Packer must email a copy of the special request/accessorial form prior to the pack out date to [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov), which must be approved by the CO and returned by e-mail. Please contact the Tender Administrator(s) as defined in **ITEM 1-1 Tender**.

## **2. INBOUND SERVICES**

### **Receipt of Incoming Unaccompanied Air Baggage (UAB) Shipments and Release to Government, Owner or Agent**

Complete services for the receipt of incoming shipments of packed and/or crated Unaccompanied Air Baggage (UAB) include, but are not limited to, loading; weighing; hauling; unloading; unpacking. Furthermore, other required services consist of one-time placement of effects, debris removal, and re-weighing (if required). The UAB shipment will be loaded by the Transportation Service Provider's vehicle, designated by the Government to receive the UAB shipment, at the Packer's facility or released to the owner or his authorized representative. Only closed trucks or vans shall be utilized to haul UAB.

### **Receipt of Inbound, Export Packed, or Crated Effects and Release to Government, Owner or Agent**

Requirements herein include but are not limited to the complete services for the Clearance, transportation, receipt, delivery, and unpacking of export-packed or crated effects. Including, but not limited to, specifically, receiving and unloading of effects from the delivering Transportation Service Provider vehicle; handling and removing effects from storage; loading, weighing and hauling effects from Packer's facilities to owner's residence. At owner's residence off load, uncrating, unpacking and one time placing of effects properly and safely in said residence as directed by the owner or his authorized representative. The Packer shall remove all shipping containers and empty boxes, barrels, crates and debris promptly from the owner's premises. The Packer shall note all damage found while unpacking and have the owner or his authorized representative certify on the delivery receipt the services performed under this TOS. Reweigh if required.

### **Temporary Storage of Export Packed Effects**

#### **Actual Weight**

Extra cost per month for temporary storage of incoming shipments of inbound household effects (HHE) and Unaccompanied Air Baggage (UAB).

### **Extra Pick Up or Delivery**

Some employees may have a secondary pack out location. This negotiated code will cover any secondary pickups within 25 kilometer of the primary pack out location. Any pickups exceeding this kilometer will be negotiated on a case-by-case basis.

## **4-2 PERFORMANCE OF SERVICES**

### 1. General

All services ordered under this TOS shall be performed in accordance with the provisions and requirements set forth herein. It is the responsibility of the packer to dispatch the appropriate number of personnel and/or equipment to complete jobs as scheduled. Labor employed to perform services under this Tender shall be experienced and competent in the performance of such services. The crew will have a minimum of one employee that is fluent in the English language who will remain at the job site from commencement to conclusion. Those employees who perform services at the owner's residence shall be neat and in proper uniform identifying them as employees of the Packer; Packer equipment should readily identify the firm performing the Tender services. The Packers shall be subject to U.S. Government approval. All employees must pass a suitable investigation conducted by the TSP, including recommendation(s) from their respective supervisor(s). Also required is a police check covering criminal and /or subversive activities, a check of personal residence, and credit investigation. The TSP shall provide all such investigations in summary form to the Regional Security Office (RSO) for review and approval or disapproval. THE



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TSP SHALL NOT USE ANY EMPLOYEES UNDER THIS TOS WHO HAVE NOT BEEN CLEARED BY THE REGIONAL SECURITY OFFICE AT THE U.S. EMBASSY. The Packer employees must have in their possession forms of current ID that has a current photo, name, and their signature. Acceptable forms include:

- a. A valid driver's license,
- b. Photo ID document issued by the Ministry of Home Affairs, or
- c. Valid passport.

The TSP shall provide key personnel. During the first 90 days of performance, the TSP shall not make any substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The TSP is responsible for strict adherence to all instruction and quality requirements stated in this TOS and shall provide the appropriate management effort to ensure that all services are performed. Each packing or unpacking team shall have a team leader to supervise the workforce and serve as a liaison with the COR. This designated person shall have supervision as his/her function during the time the TSP is in the client's facility or residence and when household effects, unaccompanied baggage, or other cargo is being loaded into lift vans or shipping containers. The TSP shall ensure that all personnel assigned to this TSP possess the work and skill experience necessary for accomplishing their individual tasks. English language shall be spoken fluently by at least the team leader of the packing team and the team leader must be able to carry out duties prescribed herein. A trained packing supervisor shall be onsite for every pack out and delivery to manage and supervise the crew to carry out instructions provided by official BOL and liaise with the USG to resolve all issues. Tools and equipment shall be provided to every assigned delivery and packing team to perform the services under this Tender. Equipment should include but is not limited to knives, hammers, screwdrivers, nails, packing tape, markers, calculators and calibrated scale. The TSP employees shall be courteous at all times, arrive promptly with materials, and be clean and neatly dressed. It is required that the packing crew do not smoke within the client's residence, do not arrive under the influence of drugs or alcohol, drink alcoholic beverages whilst on duty or use the client's bathrooms without permission. The packing crew should not engage in prolonged discussions or arguments regarding the assigned duties or request any articles or currency as a gratuity from the client for work performed under this TSP. The packing crew should be in possession of a large calculator to add the weights on all written packing inventories.

### 2. Export Packing of Household Effects and Unaccompanied Air Baggage

Except as otherwise provided in this TOS, the packer shall perform the required services relating to export packing of household and personal effects on the date and time mutually agreed upon between the Packer and the GSO Shipping Section. The owner of the effects shall be any person the authorizing Agency specifies as the owner in the document authorizing service. All services to be performed at the owner's residence shall be performed on normal workdays (Monday through Friday) between the hours of 9:00 a.m. and 4:00 p.m. If the pack-out service cannot be completed by 4:00 p.m. of the scheduled pack-out day, the Packer must notify the U.S Embassy that: the owner has agreed to proceed after 4:00 p.m., OR, the owner or his authorized agent and the Packer have mutually agreed on a date and time to finish the packing service with the final workday not to be more than 48 hours from the originally scheduled day. Crews must work eight (8) hours a day with one-hour lunch. The preferred hours are from 9:00 a.m. until 4:00 p.m. unless authorized by the CO.

If for any reason this schedule cannot be met, the Packer(s) shall notify the owner and the appropriate Transportation Office of the change and the reasons, therefore. Any services performed outside normal business days/hours agreed upon between the Packer and the owner of the effects or his authorized representative shall be for the mutual convenience of the parties and shall create no liability on the part of the U.S. Government for overtime or premium pay charges. Employees must be able to assemble furniture. Requests for approval of additional special services not covered by this Tender should be a written request emailed to [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov) for approval by the CO. Packer or Crew Chief must have a working cellphone while performing work at residence.

### 3. Inaccessible Locations:

The Tender Administrator must, prior to commencement of performance, authorize and approve in writing the removal or placement of property from or to attics, basements, and other locations, and to make property available to

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the Packer where the location of property and goods to be shipped or delivered is: (1) Not accessible by a permanent stairway (Including ladders of any type), (2) Not adequately lighted, (3) Does not have a flat continuous floor, or (4) Does not allow a person to stand erect, (5) Any area that is deemed unsafe, unhealthy for packers or crewmen.

#### 4. Effects to be Packed/Stowed in Containers/Lift Vans at Residence

All household and personal effects must be packed and stowed into approved shipping containers or lift vans at the owner's residence. The shipping containers must be closed securely before being removed from the owner's residence. When adverse weather could create a potential hazard to the effects, such packing and/or stowing of container or lift vans must be suspended until more favorable weather conditions exist.

**Loose loading of personal effects is prohibited. Building materials, live plants including bulbs, boats, kayaks, and canoes of any kind are not authorized.**

#### 5. Delivery of Inbound Household Effects and Unaccompanied Air Baggage

Except as otherwise provided in this TOS, the packer shall perform the required services relating to the delivery and unpacking of household and personal effects on the date and at the time mutually agreed upon between the Packer and the owner or the GSO Shipping Section. All services to be performed at the owner's residence shall be performed on normal workdays (Monday through Friday) between the hours of 9:00 a.m. and 4:00 p.m. If the delivery service cannot be completed by 4:00 p.m. of the scheduled delivery day, the Packer must notify the GSO Shipping Section that: (1) The owner has agreed to proceed after 4:00 p.m., OR, (2) The owner or his authorized agent and the packer have mutually agreed on a date and time to finish the delivery service with the final workday delivery date not to be more than 48 hours from the originally scheduled day. The packer shall provide a three- (3) hour window during which the owner of the goods can expect his household effects and/or unaccompanied air baggage to be delivered.

If for any reason this schedule cannot be met, the Packer shall notify the owner and the GSO Shipping Section of the change and the reasons, therefore. The re-scheduled delivery shall be at the mutual convenience of the parties and shall create no liability on the part of the U.S. Government for overtime or premium pay charges or as stated in No.2 Export Packing of Household Effects and Unaccompanied Air Baggage.

#### 6. Adverse Weather Conditions

When services are scheduled and adverse weather conditions could create a potential hazard, such pick-up or delivery of containers or lift vans may be suspended or postponed until more favorable weather conditions exist. The Packer and owner must agree on a new pick-up date and time. The Packer must also inform the GSO Shipping Section. Re-scheduling of pick-up must be within two (2) working days of the workday previously suspended because of the adverse weather conditions and must not result in any liability on the part of GSO Shipping Section for overtime or premium pay charges.

#### 7. Protection of Household Effects and Unaccompanied Air Baggage

All articles of household goods and personal effects must be wrapped, crated (prior approval or at owners' cost), packaged, packed, or padded properly before the article(s) is/are moved within, or moved from, the residence or premises.

All movements of household and personal effects shall be by a method which shall insure the protection of the effects. Pre-delivery inspection of the trucks should be conducted to prevent any breakdowns of vehicles. The interior of all vehicles and containers used shall be clean and dry and be provided with a sufficient quantity of clean pads, covers, and other protective equipment to insure safe transit and delivery of the effects.

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### 8. Delivery Requirements and Responsibilities

It is the responsibility of the Packer, at the time that the arrangements for the delivery of the goods are made, to solicit from the owner or his representative all pertinent information regarding the delivery. For example, whether a piano or any unusually heavy object is in the shipment; whether or not there are any large rugs in the shipment which should be carried into the residence prior to bringing in the furniture; whether the shipment is to be delivered to a high-rise; the distance the goods shall have to be carried/pushed; whether the driveway is steep and/or long, necessitating a shuttle; and number/type of items requiring special handling. At this time, the Packer should explain to the owner of the goods the owner's responsibilities in preparing for the delivery, such as making the necessary arrangements for parking, and reserving the elevator in the event the goods shall be delivered to a high rise, advising the owner that should he decide to do some unpacking on his own, waiver of un-packing must be received in writing by the Packer. The Packer must tell the owner that in the event that the owner or the GSO Shipping Section shall not be able to receive the goods at the time and place agreed upon, the owner or his representative should notify the Packer of this problem no later than the close of business on the day prior to the scheduled delivery. Failure to do so could result in the owner of the goods paying for second or subsequent attempts to deliver. The owner/agent of the goods shall be furnished with a copy of the Packer's inbound receiving report upon completion of the delivery. All debris shall be removed unless otherwise requested by the owner.

### 9. Damage to Owner's Effects and/or Residence

The Packer shall, immediately upon becoming aware of any damage done to an employee's goods or to his residence, notify the GSO Shipping Section by telephone. This is to be followed by a written report of the same information within twenty-four (24) hours of the incident.

- The floor, stairwells, banisters, and carpeting of the employee's residence shall be appropriately covered during packing, loading, and/or delivery to prevent damage or soiling.
- Banisters and main entry doors of the employee's residence shall be appropriately covered with clean protective padding. "Appropriately covered" is defined as substantial protection from scratching, gouging, and/or soiling the floor or carpet of an employee. In case of theft, a written police report must follow within five (5) days of the incident.

### 10. Commingling of Effects

It shall be the responsibility of the Carrier, at his expense, to have articles of household and personal effects, which he inadvertently packed with goods of other than the rightful owner, forwarded to the rightful owner by the quickest means of transportation as selected by the Tender Administrator.

### 11. Mismatching of Effects

It shall be the responsibility of the Packer to ensure that all shipments have been stenciled or marked correctly. When a shipment is forwarded to an incorrect address due to incorrect stenciling or marking by the Packer or his personnel, the shipment shall be forwarded, with the least possible delay, to its rightful owner by a mode of transportation selected by the Tender Administrator. The Packer shall be liable for all costs incurred, including charges for preparation, drayage, and transportation.

### 12. Delays in Packing

The packing of household and personal effects shall not be delayed pending receipt of articles from vendors, unless specific written approval for such delay has been given by the authorizing Government Agency. Articles received after the packing has been completed shall be packed as a separate shipment within seven (7) working days after their receipt, unless a delay beyond that period has been specifically approved in writing by the authorizing Contracting Officer. Articles located after the shipment has been made available should be packed immediately as a separate shipment and a new packing authorization requested.

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### 13. Completion of Services

It shall be the responsibility of the Packer, at his own expense, to pay any costs for redelivering and storage that results from the Packer's failure to release to the trucker the items specified on the authorization. The Packer shall be required to complete all services within the time frames specified in [Section 6, DELIVERIES OR PERFORMANCE, and TIME OF DELIVERY]. Those services calling for export-packing of loose-packed effects from storage/vendor or release of export-packed or crated effects from storage for shipment (including remarking, re-banding, re-coopering and repacking) **shall not be deemed complete until computer updates and/or manual reports are finished and packing lists are forwarded to the GSO Shipping Section within two (2) days of pack out completion.**

### 14. Repacking Cost

It shall be the responsibility of the Packer to ensure that all shipment containers are built to the size restrictions outlined in the Packer's Authorization. When a shipment is forwarded in the wrong size lift van or are not conforming to the USDA guidelines, the Packer will be required to reimburse the U.S. Embassy for any repacking or additional freight costs incurred. Packer will be responsible for any changes associated to repacking/redelivery of shipment.

### 15. Prohibited Items

Building materials, live plants and bulbs, light aircrafts, boats, kayaks, and canoes are prohibited. The U.S. Embassy will not authorize the shipment of light aircrafts, boats, kayaks, canoes, live plants or building materials. The boats, kayaks, canoes and light aircraft items are defined as an open craft of a size that can accommodate an individual(s) to sit in it. The TSP must refuse the shipment of boats, kayaks, canoes, light aircrafts, building materials or live plants and bulbs. Acceptance of any item listed herewith; the TSP is solely responsible for all handling costs associated with returning the item back to its original pick up location. Coins, currency, valuable papers or jewelry (this must remain in the custody of the client). Any hazardous cargo i.e. flammables, paints, acids, etc. should not be packed within HHE or UAB. Failing to meet this request could result in a violation.

In accordance with Department of Defense (DOD) shipments; pre-approval no later than three workdays prior to the pack out must be authorized by the GSO Shipping Section for the receipt, handling, and shipment of boats, kayaks, and canoes. To include a motorcycle, moped, hang glider, golf cart, snowmobile (associated trailer), ultra-light vehicles (defined in 14 CFR §103 as being single occupant, for recreation or sport purposes, weighing less than 155 pounds if un-powered or less than 254 pounds if powered, having a fuel capacity NTE five gallons, airspeed NTE 55 knots, and power-off stall speed NTE 24 knots), utility trailer, with or without a tilt bed, with a single axle, and an overall length of no more than 12 feet (from rear to trailer hitch), and no wider than 8 feet (outside tire to outside tire), side rails/body no higher than 28 inches (unless detachable) and ramp/gate for the utility trailer no higher than four feet (unless detachable).

### 16. Motorcycle Crates

The use of prefabricated motorcycle shipping containers (to include Trikes) is mandatory for all U.S. Embassy shipments containing a motorcycle. The motorcycle key should remain with the owner and for no reason should the packer take possession of the motorcycle key.

### 17. Flat Panel TV Cartons (LCD, LED and Plasma)

The use of Flat Panel TV cartons is mandatory for all U.S. Embassy shipments containing a Flat Panel TV (LCD, LED, and Plasma). (See **ITEM 4-1 Scope of Work**).

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## **ITEM 4-3 REPORTS**

Reports for this TOS will be done via email. All status reports, including pre move surveys, must be addressed to the following email address: [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov).

## **ITEM 4-4 INVENTORY**

### 1. General Requirements

In conjunction with the owner or his representative, the Packer shall prepare, in triplicate, an inventory list of all articles received. The Packer shall record in the inventory any defects of the goods received. The inventory shall list the articles of furniture, and words such as "Household Goods" or other general descriptive terms shall not be used. Special care shall be exercised to ensure that the inventory reflects the true condition of the property. General terms such as "marred", "liquids", "car parts", "bags", "baby items", "scratched", "soiled", "worn", "gouged", and the like shall be avoided unless they are supplemented with a detailed statement describing the degree and location of the exception. Packing list should have legible descriptions and weights on all inventories.

All containers such as suitcases, bags, plastic containers, totes, etc., will be indicated as either empty on inventory or the contents will be noted.

Rugs which are 2.75 meters by 3.65 meters (9FT x12FT) or larger must be identified on the inventory by color and size.

### 2. Firearms/Locked cabinets/Safes

Packers are not authorized to accept locked cabinets and other similar safes etc. Items annotating FIREARMS or unauthorized items such as locked containers fall under the same provisions as Packed by Owner items (PBO's). **Firearms are prohibited in UAB and HHE. The TSP shall ensure that packing lists do not include any items listed as "locked gun safe" or any other locked container.**

### 3. Packed by Owner (PBO)

The Packer must ensure that packing lists does not include any items listed as "Packed by Owner (PBO)", miscellaneous or "contents unknown." Such descriptions are an immediate flag for close attention by Customs, who could place shipments on hold pending search, which will severely delay delivery. Under no circumstances should the inventory reflect Packed by Owner cartons (PBO).

PBO cartons are not acceptable and Packers acceptance of PBO cartons will result in reimbursement to the USG for labor charges associated with correcting inventory and repack. If a carton is PBO, it should remain open for inspection of packing, repacking and inventory inspection.

### 4. Exceptions

All exceptions as to the condition of the goods listed on the inventory must be brought to the attention of the owner or his representative before the goods are received by the Packer. The inventory must be signed by the representative of the Packer and the owner or his representative, both certifying to the correctness of the inventory.

### 5. Inventory Forms

Inventory forms shall specify the name of the owner of the effects, the date the inventory is prepared, the shipment number, the name of the Packer, the container number, and an explanation of the condition symbols used, if applicable. The legible copy of the inventories will be given to the owner or his representative, one copy must be emailed [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov), SUBJECT: Inventory "SHIPMENT NUMBER", and one legible original of

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the inventories will be retained by the Packer. **All inventories should have detailed descriptions of each line item; absolutely no PBOs should be accepted or annotated on the inventory.** Such descriptions are an immediate flag for close attention by Customs. The shipment could be placed on hold pending search, which will severely delay delivery. Should PBOs appear on the inventory, the Packer will be held responsible for all repack charges and any liability associated with it. Care in the preparation of the initial inventory will assist in protecting the owner of the property and the Packer in the event of loss and/or damage. When there are two (2) or more shipments, each shipment must have a separate inventory. Any items which are 'free flow' items should be noted as such on the inventory form. If access and segregation and/or partial removal are performed on the export shipment, the items on the inventory will be lined through.

Weight certificates specifying piece count, dimensions, and cube for each lift van should be emailed to [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov).

### 6. Marking Requirements

All cartons must be marked in general terms as to contents, and this general identification of contents must be indicated in the inventory. Each piece must be identified with an inventory number, shipment number, and full name of employee including middle initial if known. These numbers and the employee's name must also be on the outside of each piece after it is wrapped for shipment or storage. No sticker may be placed on finished surfaces of furniture or on the inside of a wrapped item. A record (i.e., packing list) must be made at time of loading for each shipping container listing the contents of each container by inventory number (Bingo Card). Email both to [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov).

## **ITEM 4-5 GOVERNMENT/PACKER FURNISHED/INSTALLED EQUIPMENT**

### 1. Internet Email Requirements

The Packer shall have and maintain for the Tender period, at his expense, internet email capability for electronic transmission between the Packer and the GSO Shipping Section for email, reports, etc., as applicable.

2. Telecommunication availability should be available at all times at service provider's expense for both administrative staff within the office and packing crew.

## **ITEM 4-6 FACILITIES**

### 1. Structural and Cleanliness Warehouse Requirement

Facilities used for the performance of services under this Tender shall be well constructed with watertight roofs, walls and floors, and shall be maintained in good condition. The building must be kept dry, clean, well ventilated, free of dampness (so to prevent the occurrence of mildew or other dampness related fungi), free of moths, roaches, rats, mice and other vermin, and must be kept in an orderly condition at all times. The frequency of this pest control is according to need but should be at least done twice a year. Facilities are subject to inspections by the GSO Shipping Section.

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### 2. Sprinkler Requirements/Fire Content Rate

Each building used for storage under this Tender shall have as the minimum standard for qualification:

- a. An acceptable fire detection system e.g. smoke detector

In addition, the facility must be protected by an adequate water supply for firefighting and a fire department that is responsive twenty-four (24) hours per day. Statements from the cognizant fire insurance rating organization shall be used as a basis for determining the sufficiency or adequacy of a fire-fighting water supply and the responsiveness of a fire department to protect a facility.

### 3. Fire Prevention/Fire Control Plan Requirements

All installed fire protective systems must be accredited by the cognizant fire insurance rating organization for insurance rate credit. A definite fire prevention and control plan shall be posted and maintained in each building and the necessary fire extinguishers and/or approved type of firefighting apparatus e.g. fire hydrant shall be available and in good working order at all times.

All packers and employees must have fire extinguishing training by a certified company. Even if the company does not have the system in place, they must prove that they are working on implementing.

### 4. Warehouse security

The warehouse should have sufficient security to prevent any burglaries whilst HHE/UAB/POV is being stored within warehouse. Security could be by 24-hour security guards, CCTV cameras or an alarm system; whatever is notarized as a requirement within warehouse insurance policy for claims.

### 5. Bond storage

Access to bond storage should be available on request at each destination.

### 6. Exterior of the warehouse premises

A secure fence or wall should surround the entire warehouse. Any containers stored should be placed in a location that does not provide easy access into the container within the warehouse facility.

### 7. Hazardous cargo/materials stored within warehouse

Hazardous items should be stored according to the requirements within the health and safety regulations and insurance policy coverage.

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## **SECTION 5: PACKAGING AND MARKING**

### **ITEM 5-1 PREPARATION OF OWNER AND PACKER PACKED BAGGAGE (UAB) FOR SHIPMENT**

1. All articles shall be packed into a shipping container of suitable capacity, so all usable space is occupied, which will insure a shipment of the least tare weight and smallest cubic measurement compatible with safe transportation to destination without damage to container or contents.
2. All cartons, boxes, wrapping, and cushioning materials and shipping containers used by the Packer in the performance of services under this Tender shall be new, clean, dry, and free from any substance injurious to the article to be packed.
3. All shipping containers provided by the Packer(s) for the protection of baggage shall be Tri-wall fiberboard boxes with minimum 900-pound test burst strength. Each piece or Tri-wall container must not exceed 200 lbs. Multiple pieces cannot be shrink-wrapped or palletized. No wood shall be used with air shipments because of the additional weight involved for all UAB shipments excluding HHE by air.
4. The maximum weight of any packed container shall not exceed 68.0 Kilograms gross weight (200 lbs.) without prior approval of the authorizing GSO Shipping Section. Tri-walls MAY NOT EXCEED 15 CUBES. Charges related to moving any additional volume over the 15 cubes will be charged back to the Packer. There is one exception to this requirement: baby cribs can be shipped as UAB. Baby cribs are authorized to be shipped in Tri-walls (airfreight cartons) larger than 15 cubes. This policy does not include a small child's bed, only baby cribs. The GSO Shipping Section who created the shipment should be notified when shipping baby cribs in UAB exceeding the 15 cubes requirement. No repacks will take place without employee/Government representative present or special permission granted by the GSO Shipping Section.
5. All packed baggage must be completely wrapped in a reinforced asphalt-Kraft waterproof material prior to banding.
6. Metal/heavy duty plastic tension strapping of a minimum width of 1.905 CM (3/4 IN) must be used for banding trunks, footlockers and wooden cases. Only glass filament tape shall be used for banding suitcases or other soft containers.
7. All banding of baggage shall be a minimum of three (3) straps to each piece, one (1) lengthwise and two (2) around the girth. After wrapping and banding, each piece of baggage must be stenciled according to the instructions received from the authorizing GSO Shipping Section. The gross weight in metric with the English equivalents in parenthesis of each and the serialized number (i.e. 1 of 1; 1 of 4; 2 of 4; 3 of 4; etc.) must also be stenciled on the outside of each piece of baggage. UAB Tri-walls MAY NOT BE PLACED ON SKIDS/PALLETS.

### **ITEM 5-2 REQUIREMENTS FOR PACKING OF HOUSEHOLD (HHE) AND PERSONAL EFFECTS AND PRIVATELY-OWNED VEHICLES (POVS)/MOTORCYCLES**

The Packer(s) agrees to provide all packing, both for export and storage, and all related services in accordance with the requirements cited herein. Effects export packed shall be stowed into a container of suitable capacity, so that all usable space is occupied, to ensure a shipment of the least tare weight and smallest cubic measurement that is compatible to safe transportation to destination without damage to container or contents. Any overflow must be stowed into a container of proper size—constructing one if necessary—conforming to the USG container specifications (Sections 5-3 and 5-4).



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*NOTE: The use of 'stretch wrap' Ultraviolet Inhibitor (UVI clear plastic type wrap) is prohibited as a cushioning wrap or covering for items to be exported or stored. In addition, cloth pads that bleed onto fabric or furniture finish shall not be used.*

1. All pieces or articles of marble OVER 25.4CM X 25.4CM X 50.8CM (10IN X 10IN X 20IN) and glass tables/tabletops must be properly padded and packed separately in mirror cartons as required for safe transport. The use of special wood crating containers should be considered only when there are no other safe methods of transportation. Crating of any other item(s) must be approved by the Tender Administrator or his representative (See attachment 9-4 – Special Crating Request) and such requests can be emailed to [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov) for approval by the CO.
2. Plasma TVs must be boxed in original packing boxes or in specially designed triple wall construction cartons with two types of foam for maximum protection for the sides as well as the screen. Cartons should be labeled “ship upright” or “this way up”.
3. All crating of any other item(s) must be approved by the Tender Administrator or their representative and may require a photo of the item to determine approval.
4. Grandfather/Grandmother clocks must be properly padded and packed separately into Grandfather clock cartons. Chandeliers must be properly padded and packed separately into cartons designed for this item.
5. Sofas will be packed in sofa cartons. Sofas will not be packed in crates standing on their arms for export and storage shipments.
6. All mirrors, paintings, flat glass, framed pictures, and similar articles exceeding 35.56 centimeters (14 IN) by 45.72 CM (18 IN) must be wrapped in protective paper pads, sealed with pressure sensitive tape, and properly padded. The article must then be placed in a mirror type carton that has inserts to support the article. Only one article shall be placed in each mirror type carton.
7. Note: All protective pads must consist of an outside layer that is of a heavier weight than standard pad, an interior cushioning layer and an inside layer made of a smooth, non-scratch material.
8. All rugs and carpets shall be moth flaked, rolled, and wrapped in Kraft paper, without folding, at the residence. Rugs which are 2.75 meters by 3.65 meters (9 FT X 12 FT) or larger must be identified on the inventory by color and size.
9. Clothing and blankets shall be neatly folded and packed in a suitable container properly lined with clean, new newsprint between every five (5) garments. Employees can choose either flat or hanging wardrobe boxes for HHE shipments, except where hanging wardrobe boxes will not fit into the lift van required for their shipment.
10. All shipping marks must be stenciled directly on the surface of the lift vans. Under no circumstances would the owner’s social security number be stenciled on the outside of the lift van.
11. When Cellulosic or Polyethylene cushioning material is used for the protection of the effects, it must be a minimum of 3/8 of an inch thick and must be perforated to prevent moisture from being trapped inside the wrapping.
12. All cartons, wrapping and cushioning material must be new and clean, and must conform to the minimum specifications contained herein.
13. The flaps of both ends of each carton shall be properly sealed with at least three (3) pieces of pressure sensitive tape at least 5.08 centimeters (2 IN) wide so that all edges and the portions of the flap which meet are completely sealed.

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14. If the Packer chooses, “Dolphin Foam” may be utilized for wrapping instead of the materials listed above.
15. During completion of the stowing of the effects into shipping containers, the Packer shall prepare a packing list (Bingo Cards) itemizing the contents of each lift van. A copy of this packing list shall be sent by the Packer to [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov).

If the packing company finds that it is necessary to utilize special packing materials for proper protection of items during shipment (i.e., bubble wrap, crating, special cartons etc.), they must request authorization prior to services being performed from the GSO Shipping Section. The request for authorization must include the shipper’s name, shipment number, item, special service, and cost. The request (See attachment **ITEM 9-4** Special Crating Request) can be emailed to: [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov).

Professional books, papers and equipment from the U.S. Embassy must be packed on a pre-approved time and date. The packers and vehicles must be cleared with the RSO at the post prior to packing of the effects.

16. For articles of extraordinary value, packing shall be performed only in the presence of the client and the client should complete the relevant forms prior to the move. For the packing of U.S. Government articles of extraordinary value, the COR shall provide specific instructions to the TSP.
17. Should the client wish to ship wine or alcoholic beverages to the U.S., these items may not be shipped in UAB and should be shipped and packed separately within the HHE shipment on its own bill of lading or as instructed by the GSO Shipping Section. The weight of the shipment will be deducted from the total net weight of the household effects allowance. All packing and shipping charges shall be paid by the USG provided that the net weight remains within the authorized allowance. The client shall ensure to complete all the relevant paperwork to import wine into the U.S. prior to the shipping of the shipment. For the shipment of wine and alcohol to other destinations, the GSO Shipping Section shall obtain authorization from the gaining post prior to the HHE pack out and advise the TSP of shipping instructions by e-mail. The wine inventory must be checked to verify accuracy of the inventory with the employee prior to departing from the residence. No open alcohol should be packed for shipping as this could leak into other HHE.
18. The USG shall issue a BOL for the shipment of a motor vehicle (POV) or motorcycle (MC) (if motorcycle is shipped separately from HHE weight allowance). POV or MC shall be delivered to the TSP depot by the owner at an agreed date and time unless otherwise instructed by GSO Shipping Section. Upon receipt of the POV or MC the TSP shall be responsible for the following requirements:
  - A condition report compiled by the TSP in the presence of the owner, their agent or the driver providing the drive away service, indicating all scratches, dents, chips hairlines cracks, broken exterior and interior parts, tools and equipment within the vehicles for the vehicle only. Upon completion of the condition report, the TSP and the person delivering the POV/MC must sign the report. The original copy of the condition report shall be retained by the TSP for enclosure with shipping documentation. The second copy shall be provided to the owner of the POV/MC. The third copy shall be retained by the TSP and the fourth copy sent to the COR.
  - The TSP shall remove the tags and license sticker from the POV/MC and return them immediately to the COR. The TSP shall institute the necessary security measure to ensure the diplomatic tags are not unlawfully applied by any party while in the TSP possession.
  - While in storage, each POV/MC shall be stored in the TSP warehouse preventing it from being subject to direct sunlight, inclement weather and excessive dust.
  - All POV/MC stored in the custody of the TSP shall be covered with dust covers for the duration of the storage term.
  - The contractor shall disconnect the battery of the POV/MC placed within the TSP warehouse for long-term storage, to prevent the battery from discharging and causing damage thereto. Damage occurring to batteries as a result of the TSP negligence, shall result in a claim against the TSP for replacement.
  - In order to prepare the POV/MC for shipment the TSP shall ensure that each vehicle is clean inside and out, free from loose items that can be pilfered, with the exception of the vehicle tools and spare tire.
  - Excess petrol/diesel shall be drained from the vehicle in accordance with carrier specifications.

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- All POV/MC shall be shipped in steel containers. Containers shall be stuffed at TSP depot. POV shall be braced and lashed securely inside the containers prior to shipment to prevent POV from moving or shifting during transit. POV should not be shipped with HHE shipment.
- Dispatch and shipping documentation should be forwarded to COR for review.

### **ITEM 5-3 TYPE OF CONSTRUCTION OF SURFACE CONTAINERS**

#### **Instructions for Lift Vans to be used for Shipment of Household Effects**

Lift vans used for a surface shipment of household effects must be either new wooden or USG-approved used lift vans, soundly constructed of non-coniferous wood or plywood (unless other materials are required to meet destination requirements) and be approved by the GSO Shipping Section before use. The outside dimensions of any container/lift van shall not exceed 119 CM (47 IN) in length 220 CM (87 IN) in width and 220 centimeters (87 IN) in height. The thickness of the plywood must be at least 3/8IN thick. Any special requests for unusual size lift vans shall be specifically stated in the written authorization. **All wood/plywood lift vans must meet ISPM 15 (USDA/APHIS) requirements to be heat-treated and bear the IPPC stamp.** All lift vans must be either new wooden or USG-approved used lift vans and a caulking compound shall be used when panels are assembled (not after) to ensure watertight joints.

#### **Lining and Banding of All Shipping Lift Vans**

1. The interior of all lift vans shall be lined with polyethylene with minimum thickness of .004 IN. Lining must be applied in such a manner that it is free from holes or tears and laps occur only where the ceiling liner meets the side and end liners. The floor of the lift van must be lined with similar waterproof material. Any other type of waterproof material barrier must have prior approval of the GSO Shipping Section before use.
2. Heavy duty plastic/steel tension banding shall be applied tightly and securely to all wooden and plywood lift vans after loading and sealing on site. Seals should be provided for all 4 corners of the lift vans. On lift vans 1.36 cubic meters (48 cubic feet) or less, steel /heavy duty plastic tension banding of a minimum size of 1.905 CM (3/4 IN) in width by .0889 CM thick (.035 IN) may be used. On lift vans over forty-eight (48) cubic feet steel tension strapping of a minimum size of 3.149 CM (1 1/4 IN) in width by .0889 CM (.035 IN) thick shall be used.
3. Lift vans 1.36 cubic meters (48 cubic feet) or less, shall be banded by a minimum of two steel bands perpendicular to the base positioned about one-fourth (1/4) the distance from each end of the lift vans. Two additional tension bands shall be applied girth-wise, parallel to the base, around the four sides of the lift vans, one band positioned approximately one-fourth (1/4) the distance from the top. Wood cleats, tie blocks, or braces are to be used under tension banding when necessary to ensure stability or to bridge unsupported spans.
4. All used lift vans should be stored at TSP warehouse. Disposal of the lift vans will be instructed by the CO. Regular reports of the number of lift vans should be e-mailed to [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov).

### **ITEM 5-4 TYPE OF CONSTRUCTION OF AIR (TRI-WALL) CONTAINER**

#### **Preparation of Unaccompanied Air Baggage (UAB) for Shipment**

1. All articles shall be packed into a Tri-wall container of suitable capacity so all useable space is occupied, which will insure a shipment of the least tare weight and smallest cubic measurement compatible with safe transportation to destination without damage to Tri-wall container or contents.

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2. All cartons, boxes, wrapping, cushioning materials, and Tri-wall containers used by the TSP in the performance of services under this TOS shall be new, clean, dry, and free from any substance injurious to the article to be packed and contain no wooden skids.
3. All Tri-wall containers provided by the contractor(s) for the protection of baggage shall be Tri-wall fiberboard boxes 5, 10 or 15 cubes (inside measurement) with minimum 900-pound test burst strength. The box is made of FOUR LINERS / THREE FLUTES as: liner 1 /flute/liner 2/flute /liner 3/flute /liner 4. The thickness of the box is ½ IN.
4. The maximum weight of any packed container other than Tri-wall shall not exceed 90.72 KG gross weight (200 LBS) without prior approval of the authorizing GSO Shipping Section.
5. All packed baggage must be completely wrapped in a reinforced Kraft-asphalt-Kraft waterproof material prior to banding.
6. Metal tension strapping of a minimum width of 1.905 centimeters (3/4 IN) must be used for banding trunks, footlockers and wooden cases. Only glass filament tape shall be used for banding suitcases or other soft containers.
7. All banding of baggage shall be a minimum of three (3) straps to each piece, one (1) lengthwise and two (2) around the girth. After wrapping and banding, each piece of baggage must be stenciled according to the instructions received from the authorizing GSO Shipping Section. All UAB shipments to the United States must use U.S.-Flag carriers, otherwise a certificate of justification shall be provided.

### ITEM 5-5 BASIS OF WEIGHT

#### 1. General

Unless otherwise provided in the Tender, the basis of weight for the assessment of charges for services performed hereunder shall be **net weight**. Net weight consists of the weight of actual effects plus the cartons, boxes, crates, fiber drums, and other lightweight packing materials normally supplied in advance to facilitate preliminary packing at residence. It shall not include the weight of outside shipping lift vans or container, padding and bracing materials, or any other materials necessary to stow preliminary packed effects into lift vans.

For Unaccompanied Air Baggage (UAB) the basis of weight for the assessment of charges for services performed hereunder shall be **gross weight**. Gross weight consists of shipped items, all packing, and outside Tri-wall container.

All scale weights shall be supported by certificates or weight tickets bearing (Gross Weight/Dimensions/Total Cube), the date and name/signature of the weigh master or official responsible for the weighing, and the name/shipment number of the owner of the effects. These certificates or weight tickets shall be subject to bi-annual inspection by representatives of the U.S. Embassy. All scale weights will be subject to verification by the U.S. Embassy, which may require re-weighing in the presence of its representatives at no expense to the USG. The Company shall be held responsible for all costs associated with additional services resulting from reporting incorrect shipment weights/dimensions.

#### 2. Schedule of HHE and days allowed for packing

Following is the schedule of allowed days for each respective weight break for effects to be packed (and picked up for Domestic Shipments).

0 – 2,500 LBS	1 Day
2,501 – 5,000 LBS	2 Days

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5,001 – 10,000 LBS	3 Days
10,001 - 18,000 LBS	4 Days

These parameters are set to accommodate the computer system used for allocating shipments. If the pre-pack survey indicates that additional days are necessary, the Packer may contact the **Tender Administrator at [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov)**.

### 3. Determination of Weight

- a. The net weight of household and personal effects and/or consumables to be prepared for shipment or storage shall be determined by scale weights, ascertained by one of the following methods:

#### Weighing of Loose Effects:

Loose effects must be weighed by a certified weigh master on a government-inspected and approved scale. The term "government-inspected scale" means any scale that is inspected and approved periodically for accuracy by the GSO Shipping Section.

#### Weighing of Empty and Packed Lift vans:

Lift vans should be weighed when empty to establish the tare weight of each container. Upon completion of packing of effects into the lift vans, the loaded lift vans shall be individually weighed on the same inspected scale to determine the gross weight of each. This weight shall be stenciled on the outside of each lift van immediately after weighing. The difference between the tare weight and the gross weight of each lift van shall be the net weight. Copies of the scale weight tickets obtained for each individual lift van shall be properly certified by the person ascertaining such weights and shall be identified by the lift van number, date, and name of the owner of the effects.

#### Weight Tickets:

A copy of each certified weight ticket shall be attached to the voucher submitted to the U.S. Embassy Mbabane giving instruction for payment.

4. The gross weight of Unaccompanied Air Baggage to be prepared for shipment or storage shall be determined by scale weights, ascertained by the following methods:

*A portable scale (commercial – not bathroom scales) shall be taken to the place of pack out.* This scale shall be used to determine the estimated gross weight of the UAB shipment. Packer must inform employee that weight obtained on portable scales are *estimated* weights only and that shipment shall be re-weighed on a certified scale when the shipment is received at the Packer's facility; estimated weight may vary from actual weight. Actual weight obtained from certified scales shall be used for determination of employee's weight allowance. The calibration certificates for these scales should be renewed every 12 months.

### 5. Certification and Verification of Weights

All scale weights shall be supported by certified certificates or weight tickets bearing:

- a. Date,
- b. Name of the weigh master or official responsible for the weighing (with a signature),
- c. Location of scale,
- d. Identify, net and gross weight,
- e. Name of the TSP, shipment number, and
- f. Name of the owner of the effects.

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These certificates or weight tickets shall be subject to bi-annual inspection by representatives of the U.S. Embassy. All scale weights will be subject to verification by the U.S. Embassy, which may require re-weighing in the presence of its representatives at no expense to the USG. The Company shall be held responsible for all costs associated with additional services resulting from reporting incorrect shipment weights/dimensions.

## **ITEM 5-6 RESPONSIBILITIES FOR SHIPMENT DOCUMENTATION AND DELIVERY**

The Packer shall utilize e-mail services or a digital scanner for the delivery of packing lists and weight and cube sheets to the GSO Shipping Section. Upon receipt of the packing list, the GSO Shipping Section shall furnish to the Packer the necessary shipping documents. In those instances where a U.S. Government Bill of Lading (BOL) or other shipping document is furnished for movement of the shipment, the BOL or other shipping document shall be tendered by the Packer to the TSP specified to transport the shipment to the port of embarkation. It shall be the responsibility of the Packer to contact the TSP in sufficient time to load the shipment on the vehicle of the TSP for delivery to the pier by the delivery date designated in the shipping data furnished. In those instances when the cited Tender item is inclusive of delivery to a designated destination, it is the responsibility of the Packer to allow sufficient time to have the shipment delivered by the delivery date designated in the shipping documents. It is the Packer's responsibility to notify the GSO Shipping Section by email at [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov) if any shipment cannot be delivered to the designated location by the date specified and the reasons, therefore. Failure to provide this notice prior to the latest date the shipment is to be delivered to the pier may subject the Packer to a Tender violation.

There are occasions when a BOL or other shipping document shall be attached to the Packer's Authorization issued for export packing. The specific marks to be placed on the lift van are provided on the Packers Authorization. On the same day that the Packer notifies the GSO Shipping Section of the completion of export packing services for the household and personal effects and consumables as outlined above, the Packer shall contact the TSP specified on the BOL to pick up the export shipment.

The Packer is required to type the following information on all Original Bill of Lading (OBL) or shipping documents in their possession which are tendered to a subsequent handler. A copy of the OBL or shipping document with the dimensional information must be provided to the GSO Shipping Section.

1. Gross weight, net weight and cubic capacity in metric measure
2. Dimensions of each piece must be typed in the body of the OBL and shown in inches (English measure). These dimensions should always be in the order of length by width by height [for example, 1 pc @ 17IN x 14IN x 26IN].
3. Number of pieces.

## **SECTION 6: DELIVERIES OR PERFORMANCE**

### **ITEM 6-1 PERIOD OF PERFORMANCE**

This Tender shall be effective for 12 months from 1 March 2020 until 28 February 2021.

### **ITEM 6-2 TIME OF PERFORMANCE**

The time schedules shown below shall be adhered to by the Packer for the completion of the services required under Section 4-1 of this schedule. The completion of services shall not be delayed unless an extension of such period is granted and confirmed in writing by the GSO Shipping Section prior to the expiration of the time period specified below or unless storage in transit is authorized by the GSO Shipping Section.

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1. The packing lists and weight certificates shall be completed within two (2) working days after pickup of goods at residence. These two days are exclusive of the packing day. Arrangement for the shipment to be picked up by the TSP must occur within two days.
2. The packing of effects shall be completed within five (5) working days.
3. The BOL or electronic notification of shipment departing Durban port shall be presented to the GSO Shipping Section by the local clearing Agent as soon as they receive.
4. The delivery of incoming shipment's shall be completed within two (2) working days from receipt of notification from an authorized representative of the GSO Shipping Section, the owner of the goods, or the owner's agent. The delivery and unpacking services at the residence shall be performed on the date and at the time agreed upon between the Packer and the owner of the goods.
5. All inbound shipments and release to owner or agent shall be completed within five (5) working days after receipt of notification from any authorized representative of the GSO Shipping Section.

Services required under Section 4-1, Scope of Work above shall not be deemed completed until the GSO Shipping Section receives from the Packer a notification of completion of services prescribed in **Section 6-3, NOTIFICATION OF COMPLETION OF SERVICES.**

### **ITEM 6-3 NOTIFICATION OF COMPLETION SERVICES**

Upon completion of the required services for outgoing unaccompanied baggage shipments, the Packer(s) shall notify the GSO Shipping Section within 48 hours from the date of pack out at residence by email to [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov). The Packer shall provide the following information:

- a. Ultimate Destination of Shipment
  - b. Date of Pickup, Number of Pieces, and Gross Weight of Shipment
  - c. House Airway Bill Number (Master AWB# if known)
  - d. Name and Number of shipments
1. A U.S. Government Bill of Lading (BOL) will be issued for each international shipment by the authorizing Contracting Officer (CO). A BOL will be issued for domestic shipments and shall be treated as a BOL. The BOL will be (1) Forwarded by the authorizing GSO Shipping Section directly to the TSP specified to transport the shipment, or (2) Forwarded to the Packer to be surrendered to the TSP or its agent when the shipment is picked up at the Packer's premises, or (3) Forwarded to the Packer to be surrendered to the TSP or its agent when the shipment is picked up by the TSP or his agent. The Packer(s) shall obtain a proper receipt from the TSP or its agent at the time the baggage is picked up from the TSP.
  2. The Daily Notice of Availability for Shipment by Packer(s) constitutes notification of completion of export packing services for household and personal effects. Such **notification must be confirmed within one (1) working day by the submission of two (2) copies of the packing list by the Packer to the GSO Shipping Section as designated on the Packer's Authorization.** The packing list should include the following information:
    - a. Name of Employee and Agency Affiliation
    - b. Government Agency Packing Authorization Number
    - c. Ultimate Destination of Shipment
    - d. One (1) Copy of the Export details
    - e. Itemization of the contents of each shipping lift van by inventory number
    - f. Net, Tare, and Gross Weight, as well as cubic measurement of each shipping lift van and of total shipment

These weights and/or measurements should be in metric with the English equivalents in parenthesis.

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Upon receipt of the packing list, the GSO Shipping Section will furnish to the Packer the necessary shipping documents. In those instances when a BOL is furnished for movement of the shipment, the BOL will be tendered to the TSP specified to transport the shipment to the port of embarkation.

There are occasions when a U.S. Government Bill of Lading (BOL) will be attached to the Packer's Authorization issued for export packing; the specific marks to be placed on the lift-van are provided on the Packers Authorization. On the same day that the Packer notifies the GSO Shipping Section of the completion of export packing services for the household and personal effects and consumables as outlined above.

Regarding delivery of privately-owned vehicles (POV), motorcycles (MC) and Government-owned vehicles (GOV): Upon receipt of POV, MC, and GOV, the TSP shall compile a condition report bearing the signatures of the TSP and owner or representative of the vehicle. Damage and mechanical faults discovered by the TSP shall immediately be reported to the COR. No replacement parts or mechanical work shall be undertaken by the TSP. The TSP shall take photographs of the vehicle of any visible damage. The collection or delivery of the vehicle will be instructed by the CO.

### **ITEM 6-4 PAYMENT FOR SERVICES**

The Packer(s) shall be paid upon proper completion of authorized services and submission of documents required under the TOS. Payment under this TOS will be limited to actual services authorized and performed. **Billing prior to completion of services is strictly prohibited.**

### **ITEM 6-5 PRE-MOVE SURVEY**

The Packer(s) shall, in connection with services in this tender, make an on-site pre-move survey of the items to be shipped to determine the approximate net and/or gross weight, as appropriate to shipment type, of each category. The survey must list the major items of furniture, appliances and equipment which are to be included in the shipment(s). It must also indicate the number of cartons and crates necessary to properly protect fragile items. A copy of each survey signed and dated by the estimator, which includes the employee's full name, the total estimated net weight of the export (surface) shipment, and/or gross weight of the UAB (air) shipment must be given to the owner immediately upon completion of the pre-move survey. A telephonic pre-move survey **may only** be authorized in writing by the Contracting Officer's Representative. A pre-move survey shall not exceed more than ten percent (10%) of weight, either high or low. The U.S. Embassy expects service providers to closely adhere to the USG policies and procedures. Failure to follow these policies and procedures will result in violations as stated in Section 6 [See **ITEM 6-6 – Violations/Suspension**]. A copy of the pre-move survey must be provided to the employee. This is when the packer should determine the need for any special crating, packing, shuttles, etc.

### **ITEM 6-6 VIOLATIONS/SUSPENSION**

The USG reserves the right not to order any services if critical violation notices are issued against any single Packer. Rebuttals will only be authorized after the first notice and prior to the issuance of the second notice. Continuation of the problem may cause the Packers services to be terminated for the tender period. The Packer shall notify the Tender Administrator in writing of the jobs already on the books and shall perform those jobs. No new jobs will be assigned or given until the Tender Administrator determines that the deficiencies or system problems are cured.

Violation of any performance requirements in this TOS may result in the following:

1<sup>st</sup> Violation – 30-day suspension

2<sup>nd</sup> Violation – 60-day suspension

3<sup>rd</sup> Violation – Removal from the Tender of Service for the remainder of the Tender period



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## **SECTION 7: BILLING AND PAYMENT**

### **ITEM 7-1 Submission of invoices**

Invoices for services rendered will be submitted for payment of services based on the rates submitted on this tender by the TSP and will be paid within 30 days of receipt of the Statement.

Invoices

Required method for service/statement submission: The TSP must submit all invoices for payment directly and electronically to the GSO Shipping Office email inbox:

[MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov)

No posted invoices will be accepted. The TSP invoice must contain the following information to facilitate payment:

1. Name and address of the TSP
2. Date of invoice
3. Tender and invoice number
4. Description of items delivered, or services rendered
5. Quantities, weight certificate and cubic measurement of items delivered or packed
6. Unit price if any and total price to be applicable
7. Shipping and payment terms and such other substantiating documentation of information as required by the Tender
8. Name (where applicable) the title, the telephone number and complete mailing address of the responsible official to whom the payment is to be sent
9. Vessel details, copy of the electronic bill of lading, port of discharge and port of loading
10. Description of the load i.e. FCL, Part FCL or LCL cargo
11. ETA of vessel
12. Embassy files reference number

Invoices submitted for payment are to be supported by vouchers covering all disbursements, clearance certificates and/or reason for changes that may be incurred due to late turn in of containers or storage at the port of Durban. No additional charges for packing and shipping will be accepted after 90 days from the date of services without prior approval received from the CO except for demurrage costs, which will be accepted up to 180 days after service rendered, thereafter invoices will be repudiated.

### **ITEM 7-2 Payment of charges**

Billing charges for transportation and services under this TOS will be billed in accordance with direct transfer into bank account given. TSP shall not bill for services until such services are completed and shipped and/or delivered at destination (see item 4-1 Prompt Performance of Services).

The TSP must maintain copies of the following documents and provide them to the Rates Management staff as supporting documentation upon request:

1. Accomplished original BOL, AWB, and BOL
2. Rate copy of the sea bill of lading, showing gross weight, dimensions, volume and weight charges per pound, kilo and kilo-rates where applicable and total costs
3. All shipping documents from Shipping lines, ESRA, wharfage, bill of entry documents, exit notes, Asycuda SADs, SRA Clearance Certificate for POV/GOV

The USG shall have no obligation to pay the TSP for services performed, under this tender and the TSP shall file no claim, demand suit or action at law seeking to recover such charges after three (3) months have elapsed following the date the services are completed, the charges therefor are paid, excess charges are subsequently refunded, or excess charges are deducted from the TSP account, whichever the later.

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In consideration of satisfactory performance of all scheduled services required under this tender, the TSP shall be paid upon submission of invoices 30 days from date of acceptance of the invoice. Payment shall be only for services approved by the USG representative for inspection. The TSP must be provided with a funded contracting document confirming that funds are available prior, or any shipment being cleared. This will ensure that payments are expedited within the payments terms and conditions contained herein.

## **SECTION 8: SPECIAL TENDER REQUIREMENTS**

### **ITEM 8-1 NONPAYMENT FOR UNAUTHORIZED WORK**

The USG will not pay for any unauthorized supplies or services for any unauthorized changes to the work specified herein. This includes any services performed by the Packer of his own volition or at the request of an individual other than a duly appointed Tender Administrator as defined in **ITEM 1-1 Tender Administration Data**. The specifications, terms, and/or conditions of this tender may only be changed or altered by the Contracting Officer as defined in **ITEM 1-1 Tender Administration Data**.

### **ITEM 8-2 MISSHIPMENT OF FREIGHT**

The Packer shall be liable to the USG for ensuring that all shipments are labeled, stenciled, or marked correctly. When a shipment is forwarded to an incorrect address due to incorrect labeling, stenciling, or marking by the Packer, the shipment shall be forwarded to the rightful address by the quickest means of transportation as directed by the Contracting Officer. The Packer shall reimburse the USG for all cost's incident to the forwarding of such shipments from the incorrect address to the correct address, including charges for preparation, drayage, and transportation.

### **ITEM 8-3 MISDIRECTION OF FREIGHT**

The Packer shall be liable to the USG for the forwarding to the rightful owner any household and personal effects which were packed or stowed by the Packer, inadvertently or otherwise, with effects destined to other than the rightful owner. The forwarding of such effects will be done by the quickest means of transportation as directed by the Contracting Officer. The Packer shall reimburse the USG for all cost's incident to the forwarding of such effects to the rightful owner, including charges for preparation, drayage, and transportation.

### **ITEM 8-4 FUEL SURCHARGE**

There are no provisions under this TOS for a fuel surcharge. All rates shall include anticipated costs of fuel.

### **ITEM 8-5 SPECIAL CRATING/PACKING MATERIAL/ACCESSORIAL APPROVAL**

The packer must supply the Tender Administrator as defined in **ITEM 1-1 Tender Administration Data** with a signed copy of the special request/accessorial form for authorizing all services. The authorization must include a description of the items to be crated, **a picture of the item** for unusual items, items of unusual length, width, or height, whether the items are being exported or placed in storage, if the crate is required for safe transport, or if the employee requested it and the total cost. Please include the shipper's name, USG Shipment number along with the GSO Shipping Section name on all requests. Crate(s) must conform to United States Department of Agriculture, Animal and Plant Health Inspection Service ([www.aphis.usda.gov](http://www.aphis.usda.gov)) specifications for the destination designated on the Packer's Authorization. All wood/plywood container(s) must meet ISPM 15 (USDA/APHIS) requirements be heat-treated and bear the IPPC stamp on all sides of the container(s). The packer must email a copy of the special request/accessorial request form the designated GSO Shipping Section approving and employee signatures prior to the pack out date to [MbabaneShipping@state.gov](mailto:MbabaneShipping@state.gov).

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## **ITEM 8-6 USE OF TENDERS BY OTHER GOVERNMENT AGENCIES**

This TOS may be used by other U.S. Government Agencies to meet their agency requirements. The use of the TOS is subject to the approval of the Tender Administrator as defined in **ITEM 1-1 Tender Administration Data** and all government agencies must abide by the guidelines set forth herein.

## **ITEM 8-7 GOVERNMENT SAVED HARMLESS**

The Packer shall hold the Government, its officers, agents, servants, and employees free from liability of any nature or kind, including, but not limited to, costs or expenses for or on account of any or all suits or claims of any character whatsoever, resulting from injuries or damages sustained by any person or persons or property by virtue of performance under this TOS by the Packer or his agents.

## **ITEM 8-8 ORDERING SERVICES**

### 1. Services to Be Authorized

Services to be performed for the U.S. Embassy will be ordered or authorized to the Packer(s) by the issuance of an appropriate written Packers Authorization and/or BOL. Agencies, other than the Department of State, which may utilize this Tender, shall issue an appropriate order for such services directly to the Packer(s).

### 2. Assignment of Shipments

In order to achieve the most effective movement of goods and satisfy requirements to make each shipment advantageous to the USG, the U.S. Embassy will assign shipments to packers for services covered under this Tender. The employee or his authorized representative **will not** select a Packer nor deal directly with any Packer but will coordinate pickup and/or delivery dates with the GSO Shipping Section. Any calls, contacts, inquiries, etc., from the employee or his authorized agent regarding dates, changes to pickups, deliveries, or any other matters relating to shipments handled by Packers under the terms of this Tender **must** be referred to the GSO Shipping Section for action. No action of any kind is authorized unless it is approved by the GSO Shipping Section. Only after the assignment of a Packer has been made by the GSO Shipping Section, will the Packer deal with the employee concerning details of the assigned move. For all HHE shipments to United States the TSP shall use U.S.-flag carriers unless a certificate of justification is provided to the TSP.

### 3. Placement of Orders

Orders shall be placed as required throughout the duration of the Tender authorizing the performance of specific services within the categories prescribed in this Tender.

### 4. Categories That May Be Excluded

Requirements in the following categories may be excluded from the scope of this tender:

a. International Through Government Bill of Lading (ITGBL, "door to door") shipments.

b. Shipments originating within the 50-mile radius of the Mbabane (Eswatini)

No work is to commence without confirmation by the GSO Shipping Section (i.e., Packers Authorization, etc.). Nor may any item be shipped without approval from the CO from the respective posts by email.

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## **ITEM 8-9 INSURANCE REQUIREMENTS**

1. The Packer shall procure and maintain for the duration of the Tender insurance in the following amounts and shall furnish the Tender Administrator written evidence thereof:

- a. Workers' Compensation and Employer's Liability:

Packers are required to comply with applicable Government Worker's compensation. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy except when Tender operations are so being led with a Packer's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least E1, 000,000 will be required.

- b. General Liability:

- (1) Bodily injury liability insurance coverage written on the comprehensive form or policy, of at least E500, 000 per occurrence.
- (2) Property damage liability only in special circumstances.

## **ITEM 8-10 CERTIFICATE OF INSURANCE**

1. The Packer shall furnish the Contracting Officer with a current certificate of insurance as evidence of the coverage required. In addition, the Packer shall furnish evidence of a commitment by the insurance TSP to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance required policies not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurance, the Packer shall not change or decrease that coverage without the Contracting Officer approval.
2. The Packer shall give the Contracting Officer immediate notice in writing of any suit or action filed against the Packer arising out of performance of this Tender. The Packer shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Packer. Insofar as the following shall not conflict with any policy or Tender of insurance and upon request of the Contracting Officer, the Packer shall do any and all things to effect an assignment and subrogation in favor of the USG of all Packers rights and claims against the USG, arising from or growing out of such asserted claims, and if required by the Contracting Officer shall authorize a representative of the USG to settle and/or defend any such claim and to take charge of any such litigation affecting the Packer.
3. The Packer shall indemnify and save harmless the USG from and against all losses and all claims, demands, payments, suits and actions, recoveries and judgments of every nature and description brought or recovered against the USG or the Packer by reason of any act or omission of the Packer, its agents, or employees in the execution or protection of the work. The Packer's assumption of liability continues independent of the insurance policies.

## **ITEM 8-11 LIABILITY OF PACKER**

1. Notwithstanding any other provision of this Tender, the packer hereby agrees to accept liability in accordance with this clause to the USG as subrogee or assignee of the owner of the property for loss, destruction or damage to any article over which the Packer has custody or control under this Tender, whenever such loss, destruction, or damage is caused by lack of due care, negligence, failure to adhere to Tender requirements, or intentional misconduct by the Packer, its employees, or its sub-packers.
2. Packer's liability under this clause shall, within the limits of the USG subrogation or rights by assignment, be the full cost of repair.

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3. Full replacement cost shall be the cost of a new item which is identical or materially similar to the item that was lost, destroyed or damaged. Packer's maximum liability to the USG as subrogee or assignee for loss destruction or damage shall be \$8.50 times the net weight of the shipment or blue book value for POV's.
4. Claims will be considered by the Packer after receipt of a completed claims package.
5. Claims by the USG as subrogee or assignee for loss, destruction, or damage of property under this clause will be asserted as affirmative USG claims pursuant to the Contract Disputes Act of 1978, 41.U.S.C. 601 et seq. Disputes between the USG and the Packer shall be resolved as prescribed in the Disputes Clause, FAR 52.233-01. The property owner is not precluded from directly resolving claims with the Packer. The owner has two (2) years to file a claim, and two (2) years is the length of the Packer's liability.
6. The liability of the Packer imposed by this clause shall not be nullified or limited by any limitation, disclaimer, or release prescribed by the Packer or provided by the owner of the goods. Any such limitation, disclaimer or release shall be null and void with respect to the USG rights under any subrogation or assignment agreement.
7. The Packer(s) liability under this clause shall not limit the Packer's liability to the owner of the property, except to the extent the owner's interest has been transferred by subrogation or assignment to the USG.

### **ITEM 8-12 GOVERNMENTS RIGHT OF REMOVAL OF GOODS**

The USG, as the depositor of goods placed in a Packer's facility, reserves the right to order goods removed at any time by any means by anyone authorized to do so by the United States Government (USG).

### **ITEM 8-13 LATE SHIPMENTS**

When export-packed HHE shipments are not reported available within thirty (30) days from the date required to be export-packed from storage/vendor, the Packer shall be liable for the cost difference in moving the HHE shipment via airfreight versus surface from the employee's origin residence to the employee's post of assignment.

### **ITEM 8-14 MISPLACED SHIPMENTS**

The Packer(s) shall be held liable to the USG for the forwarding to the rightful owner any item(s) of household and personal effects, which should have been packed with the airfreight or household effects shipments but were not included therein and placed in the employee's storage by mistake. The same holds for item(s) included in the airfreight or household effects shipment that should have been placed into storage.

The Packer(s) shall reimburse the USG for all costs associated with the preparation and forwarding of these misplaced items to the rightful owner or the storage location, including preparation, drayage, transportation, and receipt and placement into storage.

### **ITEM 8-15 EMPLOYEES**

The Packer will use only **trained** personnel qualified in their assigned duties in packing and handling of personal property. When any personnel appear to be under the influence of alcohol, drugs, or uses abusive language, they will immediately be replaced on the job with qualified personnel. When requested by the employee or appropriate authority from the GSO Shipping Section. Parolees, convicts or prisoners will not be used in the packing or movement of personal effects belonging to employees of the U.S. Embassy. The U.S. Embassy requires only trained personnel, not pick-up, or truck stop labor. Casual laborers through a labor broker are acceptable if precleared prior by the RSO. There must be at least one employee who is fluent in the English language during the entire pack-out or delivery. The team leader of the packing team must be a direct hire employee.

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## ITEM 8-16 CONTINUATION OF TENDER

Notwithstanding the expressed Tender expiration date, this Tender shall remain in full force and effect until the last items or services ordered hereunder have been delivered and accepted by the USG.

## ITEM 8-17 QUALITY ASSURANCE

This plan provides an effective method to promote satisfactory contractor performance. The Quality Assurance and Surveillance Plan (QASP) provides a method to the Contracting Officer (CO) to monitor TSP performance, advise the TSP of unsatisfactory performance and notify the contracting officer of continued unsatisfactory performance. The TSP, not the USG is responsible for management and quality control to meet the terms of the tender.

- A. The USG primary quality assurance procedure for this Tender is employee complaints. If the USG has to repeatedly request the Packer to correct work that was incorrectly performed, and it is clearly the fault of the Packer, suspension from the Tender will result.
- B. When the Packer fails to perform its contractual obligations, the Packer has committed a tender breach. The USG retains the right to prescribe terms that result from a contract breach. Depending on the severity of the breach, such terms may range from price adjustment or deductions to a termination.
- C. The monitoring of TSP performance is performed by the COR who will receive all complaints and documents from all clients regarding services provided. If appropriate, the complaints will be discussed with the TSP.
- D. The performance standard is that no more than one complaint is received a month. The COR shall notify the Contracting Officer of the complaints so that the contracting officer may take the appropriate action as listed above.

## 14 FAM Exhibit 611.6 Limitations

### **14 FAM EXHIBIT 611.6 LIMITATIONS**

*(CT:LOG-51; 02-25-2008)*

#### **MAY BE APPROVED FOR CRATING**

FINE ARTWORK (INCLUDING VASES,  
PICTURES, PAINTINGS AND SCULPTURES)  
WITH A DOCUMENTED VALUE OVER \$2100  
PER ITEM OR PER SET

GLASS / MARBLE / SLATE TABLETOPS, WITH A  
REPLACEMENT VALUE OF \$500 OR GREATER,  
AND WHICH WILL NOT FIT IN A NORMAL  
STORAGE VAULT OR LIFT VAN

CRYSTAL CHANDELIER WITH APPRAISED  
VALUE OVER \$2100  
BABY GRAND PIANOS

#### **WILL NOT BE APPROVED FOR CRATING**

ANY WOOD FURNITURE, OVERSTUFFED  
CHAIRS OR SOFAS, WALL DIVIDERS, WALL  
UNITS, CHINA HUTCHES OR CABINETS

TAXIDERMIED OR STUFFED ANIMAL  
TROPHIES

ANY ELECTRONIC EQUIPMENT  
ANY PLAYGROUND EQUIPMENT  
ANY ATHLETIC / EXERCISE EQUIPMENT

UPRIGHT / ELECTRIC PIANO

## 2021 Standard Tender of Service (STOS)

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PROJECTION TV / LCD TV / FLAT PANEL TV  
OVER 60 INCHES

CABINETS WITH GLASS FRONTS AND  
DOORS

SURFBOARDS

LADDERS, TOOLS OR YARD MAINTENANCE  
EQUIPMENT

SHIP / AIRPLANE OR OTHER LARGE MODELS

MATTRESSES

FISH TANKS

BICYCLES

CLOCKS

MUSICAL INSTRUMENTS

ARTWORK WITH APPRAISED VALUE UNDER  
\$2100 PER ITEM

HAT/ COAT RACK

ANY ITEMS GOING INTO STORAGE

CHANDELIER WITH APPRAISED VALUE  
UNDER \$2100

DOLL HOUSE