



**Standard Tender of Service (TOS)  
Packing & Crating Services**

**Tender Number 19KE5021-T-001**

**Effective date: October 1, 2020 – September 30, 2021**

**U.S. Embassy, Nairobi, Kenya**

**General Service Office**

**U. S. Embassy Nairobi, Kenya P.O. Box 606-00621, Village Market**

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## SECTION 1: GENERAL

### **ITEM 1-1 TENDER ADMINISTRATION DATA:**

Tender Administrator: Shipping Supervisor  
Telephone: +254-20-363-6000  
Email: [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov)

Mailing Address: U. S. Embassy Nairobi, Kenya P.O. Box 606-00621,  
Village Market – Atten: Tender Administrator

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

GENERAL: This Tender of Service (TOS) provides terms and conditions for the transportation and all related services within the U.S. Embassy, Nairobi, Kenya. All Transportation Service Providers (TSP) must have their offices and warehouses in Kenya and hold valid custom clearance licenses.

- A. At no cost to the Government, the Tender Service Provider (TSP) shall obtain all permits, licenses, and appointments required for the prosecution of work. The TSP shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The TSP shall provide evidence of possession or status of an application for such permits, licenses, and appointments to the Tender Administrator with its proposal.
- B. Tender Service Provider Liability: All property transported under provisions of this TOS shall be valued at full replacement value. Full replacement value is defined as the full cost of repair or replacement of the actual value of the property at the time of loss or damage. 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 Unaccompanied Air Baggage (UAB) shipments. All measurements are calculated in pounds.
- C. The estimated annual shipments under this tender are provided in **Exhibit B: Shipment Count for the Past Year**. However, this is only an estimate and actual counts are likely to differ. These prior year figures are provided for information purposes only; no guaranteed loads are given under this Tender of Service.

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

The TOS is revised and reissued by the U.S. Embassy, Nairobi General Service 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.

**[NairobiGSO-Contracts@state.gov](mailto:NairobiGSO-Contracts@state.gov)**

### **SECTION 2: PARTICIPATION**

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

Participation in the TOS is open to any TSP possessing the operating authority and insurance pertaining to Kenyan laws.

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

A TSP must meet the following requirements to be eligible to participate and perform services under this TOS. The applicable approval documentation with a complete tender package must be express mailed via a reputable small package forwarder or hand delivered to:

General Service Office  
Attn: Tender Administrator  
U. S. Embassy Nairobi, Kenya  
P.O. Box 606-00621  
Village Market

Three printed copies of the complete tender package must be sent in a single package, with all requirements attached by August 31, 2020, 1630hrs.

Questions related to the approval requirement may be directed to the Tender Administrator, American Embassy through [NairobiGSO-Contracts@state.gov](mailto:NairobiGSO-Contracts@state.gov).

#### **APPROVAL REQUIREMENTS:**

- Evidence that the transporting companies and the TSP operate an established business with permanent address and telephone numbers requirement within Kenya.
- List of five largest clients (by volume) in the past 3 (three) years, demonstrating prior experience with relevant past performance reports. Reference information shall include volume of cargo processed by your firm for this client per year, client contact information (name, positions, phone number email and address).

- Evidence the offeror/quoter has all the licenses and permits required by applicable local law.
- Certificate of Insurance for goods in transit and insurance whilst within warehouse facilities. If the insurance expires throughout the Tender a renewed proof of insurance should be provided or you will be withdrawn from the TOS.
- The offeror can prove the equipment, personnel and financial resources needed to perform this work requested within this Tender.
- A hardcopy brochure of the organization with history of company
- Tax Clearance Certificate for the last financial year
- Current financial statements as well as the last 3 (three) years financial statements.
- Rates quote sheet (attachment 9.3) for services provided.

The TSP shall provide the name, mailing address, telephone number(s) and e-mail addresses of any operations points of contact, who will be responsible for tracking of shipments and advising on the road freight, shipping, and delivery information at all times. The TSP will also supply the Tender Administrator with an online website that can be used for tracking and tracing of shipments by document number or shipment number.

The U.S Embassy intends to send all documents to TSP either electronically, via courier service, when original documents are required, TSP will collect from the U.S Embassy. The name, e-mail and telephone number of the person responsible for administrative issues will be included.

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

- TSP showing a willingness and ability to meet the transportation requirements of the U.S. Embassy.
- TSP maintaining the required insurance.

This TOS is performance based. Failure to perform agreed services may result in immediate termination. 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 documents submitted within required timeframes
- Percentage of billing improprieties
- Average response time
- Acceptable service levels based on customer satisfaction reports

## SECTION 3: OFFERS OF SERVICE

### ITEM 3-1 SUBMISSION OF RATES

TIME OF FILING: A complete rate package as prescribed in Attachment 9-3 Rate Quote Sheet, Approval to Participate, must be express mailed via a reputable small package forwarder or hand delivered. All tender proposal packages must be submitted by (August 31, 2020, 1630hrs). A complete tender package, in three printed copies, must be submitted in a single package with all requirements attached. Submissions received after this date and time will not be considered.

TSPs are required to submit their rates on the rate quote sheet (see Attachment 9-3). Assessorial charges (including handling charges, security fees, documentation, toll gates fees, etc.) must all be all-inclusive under the Tender of Service. All assessorial charges must have supporting documentation. Rates must be quoted in Kenya Shillings.

If more than one contractor has received an award for these services, the following procedure shall govern the issuance of individual orders/GBL. No work shall be performed without a GBL being issued to the contractor by the Tender Administrator.

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 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 two 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 Tender Administrator 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 Contract.
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 GBL awards, pursuant to the procedures for award of GBL.
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 GBL 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 GBL.

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

A TSP may not modify this tender by adding or removing services. Such modifications will render the TSP offer void and subject to termination by the Tender Administrator(s).

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

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

The TOS requirements include non-personal services for providing all necessary labor, materials, and facilities for the pickup, receipt, weighing, re-weighing, preparation of packing list(s), inventories, or other appropriate documentation, placement into temporary storage, export packing and delivery, unpacking and all related services.

#### **1. Outbound Services**

##### **Export Packing of Unaccompanied Baggage (UAB)**

The TOS requirements include but are not limited to picking up unaccompanied baggage, weighing it at the residence on a calibrated portable commercial scale (not bathroom scales), packing items into tri-wall containers at the residence, and hauling shipment to the TSP's facility. Services include but are not limited to loading, providing shipping containers, packing, banding, reweighing on a certified scale, marking, preparation of standard packing list/inventory, security labels sheet, temporary storage up to 14 days and handling charges at TSP's facility.

Effects must be packed in tri-wall containers, with measures of 5, 10, or 15 cubic feet only. Individual tri-wall containers must not exceed 200 lbs. each. Multiple pieces cannot be shrink-wrapped or palletized outside the tri-wall. All the effects must fit into the tri-wall container.

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

#### **OFFEROR'S PRICE (Insert price on attachment 9-3)**

##### **Export Packing of Household Effects (HHE) from Residence - Maximum shall not to exceed 7,200 lbs. (without prior approval)**

This TOS requires the complete services for preparing household and personal effects for shipment, including, but not limited to, picking up personal effects at the owner's residence. These requirements include: preliminary packing, inventory, crating (including special crates if required), labeling, TV cartons, providing shipping lift vans made of solid new wood, stowing effects into lift van **at the residence**, hauling properly stowed shipping containers to TSP's facility, weighing, cubing, banding, placement of security labels, stenciling the prescribed markings to include the net, tare and gross weights and cubic measurements on the lift vans, temporary storage up to fourteen (14) days, handling charges and loading of packed

shipping lift vans onto TSP's vehicles. Stenciled weights on shipping containers must be in metric with the English equivalents in parenthesis.

**All wood/plywood containers must meet the United States Department of Agriculture, Animal and Plant Health Inspection Service (USDA APHIS) ISPM 15 standards ([www.aphis.usda.gov](http://www.aphis.usda.gov)), be heat-treated, and bear the IPPC stamp on all sides. SIZE MAY NOT EXCEED 96"L by 46"W by 87"H. TSP MUST PROVIDE DIMENSIONS AND NET/GROSS WEIGHT TO TENDER ADMINISTRATOR.**

WHEN SERVICES ARE REQUIRED FOR SHIPMENTS WEIGHING LESS THAN 1000 POUNDS, A MINIMUM CHARGE MAY BE ASSESSED ON 1000 POUNDS AT THE APPLICABLE RATE.

**OFFEROR'S PRICE (Insert rate on attachment 9-3)**

**Export Packing of HHE by Air from Residence - Maximum shall not to exceed 7,200 lbs. (without prior approval)**

The TSP shall pack household and personal effects into tri-wall containers. If shipment uses an entire contour type air container, it must be one that is registered and approved by the International Air Transport Association (IATA) and not larger than what can be accommodated by aircraft servicing the post. The container must also conform to USDA/APHIS specifications for the destination designated on the TSP's authorization. All wood/plywood containers must meet USDA APHIS ISPM 15 requirements, be heat-treated, and bear the IPPC stamp on all sides. Only the Tender Administrator may authorize or request the use of another container of a different size and/or construction for HHE for air export packing. These requirements include: preliminary packing, inventory, crating, labeling, TV cartons, providing shipping lift vans made of solid new wood, stowing effects into lift vans at the residence, hauling properly stowed shipping containers to TSP's facility, weighing, cubing, banding, placement of security labels, stenciling the prescribed marking, to include the net, tare and gross weights and cubic measurement on the lift vans, temporary storage up to fourteen (14) days, handling charges, and loading packed lift vans onto TSP's vehicles. Stenciled weights on shipping containers must be in metric with the English equivalents in parenthesis.

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

**OFFEROR'S PRICE (Insert rate on attachment 9-3)**

**Prohibited Actions**

TSP employees shall not:

- Attempt to disassemble, assemble, or repair any electrical appliances or mechanical items.
- Disconnect or connect any gas appliances.
- Touch lampshade coverings or other items that could suffer stains.
- Place pictures and mirrors between layers of bedding and linen without proper packaging.
- Pack heavy items on top of shoes.
- Wrap books, lampshades linens or other light-colored items in newspaper as the newsprint will rub off and stain.
- Pack cleaning compounds, soap, furniture polish or medicine in the same carton with clothing, paper, or groceries.
- Place any other items in cartons with lampshades or load any boxes beyond their capacity.

## **Prohibited Items**

See Attachment 9-4 for a list of items that shall not be packed or transported at U.S. Government expense.

## **Special Crates**

If special crates are required, the TSP must submit a Special Crating Request (see attachment 9-5) to the Tender Administrator. The request must include a description of the items to be crated, whether the items are being exported or placed in storage, and if the crate is required for the safe transport or if crating was requested by the employee.

14 FAM 611.6 spells out the limitations on what items may be approved for crating (see exhibit A). The request must include the shipper's name, shipment number, and the logistical specialist's name. Crates must conform to USDA APHIS specifications for the destination designated on the TSP's authorization. All wood/plywood containers must be heat-treated and bear the IPPC stamp on all sides of the container. The TSP must email a copy of the special request/assessorial form to the Tender Administrator prior to the pack out date.

## **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) to include, but are not limited to, pick-up from a warehouse specified in the GBL, loading, transportation within Nairobi, Mombasa, Kisumu, Kericho, or any other city/town greater area, temporary storage up to fourteen (14) days, handling charges, weighing, hauling, unloading, unpacking, and debris removal. Only closed trucks or vans shall be utilized to haul UAB.

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

### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

#### **Receipt of Incoming Household Effects (HHE) and Release to Government, Owner or Agent.**

Requirements herein include, but are not limited to, the complete services for the receipt, delivery, and unpacking of export-packed or crated effects. This includes unloading from Transportation Service Provider's vehicle, loading, handling charges, preparation of customs documentation and declaring (manifest) shipments in front of Kenya customs, temporary storage up to fourteen (14) days, weighing and hauling effects from TSP's facilities to owner's residence, and unloading, uncrating, unpacking and placing of effects properly and safely in said residence as directed by the owner or his authorized representative. The TSP shall remove all shipping containers and empty boxes, barrels, crates, and debris promptly from the owner's premises. The TSP 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. Delivery point will be Nairobi, Kisumu, Kericho, Mombasa or any other city/town greater area.

WHEN SERVICES ARE REQUIRED FOR SHIPMENTS WEIGHING LESS THAN 1,000 POUNDS, A MINIMUM CHARGE MAY BE ASSESSED FOR 1,000 POUNDS AT THE APPLICABLE RATE.

### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

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

### **Cubic Meter [CBM]**

Extra cost per CBM per day for temporary storage that goes beyond fourteen (14) days of both incoming & out going shipments of household effects (HHE) and Unaccompanied Air Baggage (UAB). Fourteen (14) free days of temporary storage should be included.

### **OFFEROR'S PRICE (Please insert on excel rate attachment)**

Receipt and Release of Personal or Government-owned Vehicle (POV or GOV) to Government, Owner, or Agent.

Requirements herein include, but are not limited to the complete receiving services and unloading of personal or Government-owned vehicle from an international truck (air, sea, road, rail, etc.), preparation of customs documentation and declaring (manifest) shipments in front of customs, temporary storage up to fourteen (14) days, towing of vehicle (on a flatbed to (as required to embassy/local inspection station/residence), handling charges, preparing condition reports, and undertaking pre-delivery services. Pre-delivery services shall include starting the engine and recharging the battery if necessary.

### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

Receipt of General Cargo and Release to the Government.

Per Consignment Weight

Requirements herein include, but are not limited to the complete services for the receipt, unloading, handling charges, weighing, preparation of customs documentation and declaring (manifest) shipments in front of customs, temporary storage up to fourteen (14) days and delivery to the U.S. Embassy warehouse as requested by the Tender Administrator. Only closed trucks or vans shall be utilized to haul embassy supply shipments.

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

### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

## **4. MONTHLY STORAGE**

Storage of Import/Export Packed Effects and General Cargo

Monthly storage charge per 100 lbs. of inbound and outbound household effects (HHE), Unaccompanied Air Baggage (UAB) and General Cargo shipments.

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

### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

Storage of Personal or Government Owned Vehicle

Vehicles must be stored securely, indoors, protected from weather conditions and kept in good operational condition including starting the engine at least once a week and recharging the battery if necessary.

### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

## **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 TSP to dispatch the appropriate number of personnel and/or equipment necessary 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 must have at least one employee who is fluent in the English language and who will remain at the job site from commencement to conclusion. TSP employees who perform services at the owner's residence shall be neat and in a proper uniform identifying them as employees of the TSP, and TSP equipment should readily identify the firm performing the tender services. The TSP's employees 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, and a check of their personal residence. The TSP shall provide all such investigations in summary form to the Regional Security Officer (RSO) for approval. The TSP employees must have in their possession a form of ID that has a current photo and name. Acceptable forms include:

- a. A valid driver's license
- b. Photo ID document issued by local Government
- c. Valid passport.

#### Key Personnel

During the first ninety (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 instructions and quality requirements stated in this TOS and shall provide the appropriate management effort to ensure that all services are performed properly. Each packing or unpacking team shall have a team leader to supervise the workforce and serve as a liaison with the Tender Administrator. 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 skills and experience necessary for accomplishing their individual tasks. The packing team leader must be fluent in English and able to carry out duties prescribed herein. Supervision and management should be by a trained packing supervisor who shall be onsite for all pack outs and deliveries. TSP shall provide the necessary tools and equipment to perform the services under this contract. Equipment should include but not be limited to knives, hammers, screwdrivers, nails, packing tape, markers, calculators and a scale. TSP employees must be able to disassemble and assemble furniture. The TSP employees should be courteous, arrive on time with necessary materials, and be clean and neatly dressed. Packing crew shall not smoke within the client's residence, arrive under the influence of drugs or alcohol, or drink alcoholic beverages while on duty. TSP staff shall not request gratuities for work performed under this tender.

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

Except as otherwise provided in this TOS, the TSP shall perform the required services relating to export packing of household and personal effects on the date and time mutually agreed upon between the TSP and Tender Administrator. 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., unless otherwise requested by the requesting office. If the pack-out service cannot be completed by 4:00 p.m. of the scheduled pack-out day, the TSP must notify the Tender Administrator that the owner has agreed to continue past 4:00 p.m., or, the owner or his authorized agent and the TSP 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.

If for any reason this schedule cannot be met, the TSP shall notify the owner and the Tender Administrator of the change and the reasons therefore. Any services performed outside normal business days/hours agreed upon between the TSP 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. Requests for approval of additional special services not covered by this tender should be by written request emailed to the Tender Administrator, [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov) and copy to [NairobiGSO-Contracts@state.gov](mailto:NairobiGSO-Contracts@state.gov). The TSP 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 the TSP 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 for TSP's crew.

### **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 and security labels with unique numbers must be affixed to lift vans before moving them 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, boats, kayaks, canoes and live plants including bulbs of any kind are not authorized.

Specific to shipments for the Department of Defense (DOD) and United States Coast Guard (USCG), requests to ship building materials, live plants, boats/kayaks/canoes, motorcycles, mopeds, hand gliders, golf carts, snowmobiles, utility trailers, and ultra-light vehicles must be authorized by the Tender Administrator at least three (3) workdays prior to the pack out.

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

Except as otherwise provided in this TOS, the TSP 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 TSP and the owner or the Tender Administrator. All services to be performed at the owner's residence shall be performed on regular workdays between the hours of 9:00 a.m. and 4:00 p.m., unless otherwise requested by the requesting office. If the service cannot be completed by 4:00 p.m. of the scheduled delivery day, the TSP must notify the Tender Administrator that: (1) The owner has agreed to proceed after 4:00 p.m., or, (2) The owner or his authorized agent and the TSP have mutually agreed on a date and time to finish the service that is not more than 48 hours from the originally scheduled date. The TSP shall provide a one (1) 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 TSP shall notify the owner and the Tender Administrator 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.

### **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 TSP and owner must agree on a new pick-up date and time. The TSP must also inform the Tender Administrator. 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 the U.S. Government 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 articles are moved within or from the residence or premises.

All movements of household and personal effects shall be by a method which shall ensure the protection of the effects. The interior of all vehicles and containers shall be clean and dry and be provided with sufficient clean pads, covers, and other protective equipment to ensure safe transit and delivery.

## **8. Delivery Requirements and Responsibilities**

It is the responsibility of the TSP 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, e.g., 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/she decide to do some unpacking on his/her 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 GSO Shipping 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 a copy of the Packer's inbound receiving report upon completion of the delivery.

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

The TSP shall, immediately upon becoming aware of any damage done to an employee's goods or residence, notify the Tender Administrator by telephone. This is to be followed by a written report within twenty-four (24) hours of the incident. In case of theft, a written police report must follow within (5) five days of the incident.

To prevent damage or soiling, the floor, stairwells, banisters, and carpeting of the employee's residence shall be appropriately covered during packing, loading, and/or delivery. Banisters and main entry doors of the 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.

## **10. Commingling of Effects**

It shall be the responsibility of the TSP, at his expense, to have articles of household and personal effects that 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**

Furthermore, it shall be the responsibility of the TSP 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 TSP, 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 TSP 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 Tender Administrator. Articles located after the shipment has been made available should be packed immediately as a separate shipment and a new GBL requested.

## **13. Completion of Services**

It shall be the responsibility of the TSP, at his own expense, to pay any costs for redelivering and storage that results from the TSP's failure to release the items specified on the GBL. The TSP shall complete all services within the time frames specified in Section 6. 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 Tender Administrator.

## **14. Repacking Cost**

It shall be the responsibility of the TSP to ensure that all shipping containers are built to the size restrictions outlined in the GBL. When a shipment is forwarded in the wrong size lift van or are not conforming to the USDA guidelines, the TSP will be liable for any repacking or additional freight costs incurred to redeliver the shipment.

## **15. Prohibited Items**

Building materials, live plants and bulbs, light aircraft, boats, kayaks, and canoes are prohibited. Boats, kayaks, canoes and light aircraft 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 aircraft, building materials or live plants and bulbs. If TSP accepts any of these items they will be solely responsible for all handling costs associated with returning the item back to its original pick up location. Coins, currency, valuable papers or jewelry are also prohibited items that must remain in the custody of the client. Hazardous cargo (flammables, paints, acids, etc.) shall not be packed with HHE or UAB shipments (see attachment 9-4)

For Department of Defense (DOD) and United States Coast Guard (USCG) employee shipments, requests to ship building materials, live plants, boats/kayaks/canoes, motorcycles, mopeds, hand gliders, golf carts, snowmobiles, utility trailers, and ultra-light vehicles must be pre-approved and authorized by the Tender Administrator at least three work days prior to the pack out.

TSPs 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 (PBO). Firearms are prohibited in UAB and HHE shipments. The TSP shall ensure that packing lists do not include any items listed as "locked gun safe", "giraffe", "elephant" etc.

## **16. Motorcycle Crates**

The use of prefabricated motorcycle shipping containers (to include Trikes) is mandatory for all shipments containing a motorcycle. The motorcycle key should remain with the owner and for no reason should the TSP 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 shipments containing a flat panel TV. (See paragraph 4-1 Statement of Work).

### **ITEM 4-3 REPORTS**

1. Reports for this TOS will be done via email. All weekly status reports, including pre-move surveys, must be sent to the following email address: [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov). Completion reports must be sent to the Tender Administrator within 48 hours from the date of pack out at the residence.
2. The Tender Administrator must be notified in writing for any shipments on hold due to being overweight, awaiting additional items, or for any other reason via [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov).

### **ITEM 4-4 INVENTORY**

#### **1. General Requirements**

In conjunction with the owner or his representative, the TSP shall prepare, in triplicate, an inventory list of all articles received. The TSP shall note on the inventory any defects/damage on 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", "bags", "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.

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

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. Packed by Owner**

The TSP must ensure that packing lists do not include items listed as "Packed by Owner" (PBO), "miscellaneous" or "contents unknown." Such descriptions are an immediate flag for close attention by Customs which may delay delivery. Under no circumstances should the inventory reflect Packed by Owner cartons or locked safes. All owner packed cartons need to be inspected by the TSP so that contents can be properly identified on the inventory. Firearms or any articles of weapons are prohibited and cannot be packed in either HHE or UAB.

#### **3. 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 TSP. The inventory must be signed by the representative of the TSP and the owner or his representative, both certifying to the correctness of the inventory.

#### 4. Inventory Forms

Inventory forms shall specify the owner of the effects, the date the inventory was prepared, the shipment number, the name of the TSP, and an explanation of the condition symbols used, if applicable. A legible copy of the inventories will be given to the owner or his representative, one copy must be emailed to the Tender Administrator [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov) and include weight certificates; piece count, dimensions, and cube for each lift van; security label sheets; and a legible copy of the inventory. The original copy will be retained by the TSP. **All inventories should have detailed descriptions of each line item. Absolutely no PBOs should be accepted or annotated on the inventory.** Should PBOs appear on the inventory, the TSP will be held responsible for all repacking charges and any associated liability. Care in the preparation of the initial inventory will assist in protecting the owner of the property and the TSP 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.

#### 5. 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 the 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 the finished surfaces of furniture or on the inside of a wrapped item. A record (i.e., packing list) must be made at the time of loading for each shipping container listing the contents of each container by inventory number (Bingo Card).

#### **ITEM 4-5 TSP EQUIPMENT**

##### 1. Scanner Transmission Requirement

The TSP shall install and maintain for the tender period, at his expense, a transmission scanner and reproduction equipment compatible with that used by the embassy to facilitate the transmission of documents between the TSP and the Tender Administrator.

##### 2. Email Requirements

The TSP shall have and maintain, at his expense, email capability for electronic transmission between the TSP and Tender Administrator for email, reports, etc., as needed.

#### **ITEM 4-6 FACILITIES**

##### 1. Warehouse Structural and Cleanliness 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 (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. Facilities are subject to periodic inspections by embassy staff.

##### 2. Each building used for storage under this contract shall have as the minimum standard for qualification either:

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

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

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

The TSP shall ensure that all installed fire protection systems shall be accredited by the cognizant fire insurance rating organization for insurance rate credit.

### 3. Warehouse Security

The facilities are expected to have twenty-four hours (24-hour) per day surveillance cameras installed with a play back system.

## **ITEM 4-7 AREA COVERED**

All TSPs must have the capability to provide the services outlined in the Tender of Service. TSPs must notify the Tender Administrator immediately in instances where services cannot be provided. Refusal of a shipment assigned to a TSP for a specific pack out may result in the TSP being excluded from the TOS.

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

### **ITEM 5-1 PREPARATION OF OWNER AND TSP PACKED UNACCOMPANIED 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 ensure 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 TSP 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. "New" means never used before.
3. All shipping containers provided by the TSP for the protection of baggage shall be tri-wall fiberboard boxes with a minimum 900-pound test burst strength. Each 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.
4. The maximum weight of any packed container shall not exceed 68.0 kilograms gross weight (200 lbs.) without prior approval of the Tender Administrator. Tri-walls may not exceed 15 cubes. Charges related to moving any additional volume over 15 cubes will be charged back to the TSP. Baby cribs are the one exception to this limitation; they can be shipped in tri-walls larger than 15 cubes. The Logistical Specialist who created the shipment should be notified when shipping a baby crib as UAB that exceeds the 15 cube

limitation. Any repacking requires either the employee or a Government representative be present unless a special exemption has been granted by the Tender Administrator.

5. Metal 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.
6. 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 Tender Administrator. 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 / MOTORCYCLES (POV)**

The TSP agrees to provide all packing, both for export and storage, and all related services in accordance with the best commercial practices and requirements cited herein. Effects packed for export 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).

*NOTE: The use of 'stretch wrap' Ultra Violet Inhibitor (UVI clear plastic type wrap) is prohibited as a cushioning wrap or covering for items to be exported or stored.*

1. All pieces or articles of marble OVER 25.4CM X 25.4CM X 50.8CM (10IN X 10IN X 20IN) and glass tables/table tops 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 9-5 – Special Crating Request) and can be emailed to the Tender Administrator, [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov).
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 the necessity of crating.
4. Grandfather 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 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.

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.

7. 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.
8. 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.
9. All shipping marks must be stenciled directly on the surface of the lift vans. Under no circumstances would an employee's social security number be stenciled on the outside of the lift van.
10. When cellulosic or polyethylene cushioning material is used for the protection of 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.
11. All cartons, wrapping and cushioning material must be new and clean, and must conform to the minimum specifications contained herein.
12. 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.
13. During completion of the stowing of the effects into shipping containers, the TSP shall prepare a packing list (bingo cards) itemizing the contents of each lift van. A digitally scanned copy of this packing list shall be sent as an email attachment to the Tender Administrator, [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov).
14. If the packing company finds it necessary to utilize special packing materials for proper protection of items (crating, special cartons, etc.), they must request authorization from the Tender Administrator prior to services being performed. The request must include the shipper's name, shipment number, item, special service, and cost.
15. Professional books, papers, and equipment from the embassy must be packed at a pre-approved time and date. The TSP's employees and vehicles must be cleared in advance with the Regional Security Officer (RSO) at the embassy prior to the packing of the effects.
16. Articles of extraordinary value. Packing shall be performed only in the presence of the client and the relevant forms should be completed by the client prior to the move. For the packing of U.S. Government articles of extraordinary value, the Tender Administrator shall provide specific instructions to the TSP.
17. Should the client wish to ship wine or alcoholic beverages to the U.S. it must be shipped and packed separately within the HHE weight allowance. The weight of the shipment will be deducted from the total HHE net weight 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 complete all the relevant paperwork to import alcoholic beverages into the U.S. prior to shipping the shipment. For shipments of wine and alcohol to destinations other than the U.S., the Tender Administrator shall obtain authorization from the gaining post prior to the HHE pack out and advise the TSP of shipping instructions.
18. The USG will issue a GBL for the shipment of a motor vehicle (POV) or motorcycle (MC) (if a motorcycle is shipped separately from HHE weight allowance). The TSP shall tow (via flatbed carrier) a POV or MC from the employee's residence or Embassy

compound at an agreed date and time. Upon receipt of the vehicle, the TSP is responsible for the following requirements:

A condition report shall be prepared by the TSP, in the presence of the owner, their agent or the driver providing the drive away service, indicating visible damage to include scratches, dents, chips, hairline cracks and broken exterior and interior parts. The TSP shall take photographs of any visible damage. Any additional instruction will be provided by post with regard to the collection and delivery of the vehicle. Upon completion of the condition report, the report must be signed by the TSP and the owner. The original copy of the condition report shall be retained by the TSP for enclosure with shipping documentation; the second shall be provided to the owner of the POV/MC; the third shall be retained by the TSP; and the fourth sent to the Tender Administrator.

- The TSP shall remove tags and license plates from the vehicle and return them immediately to the owner or GSO Customs and Shipping representative.
- While in storage, the POV/MC shall be protected from direct sunlight, inclement weather, and excessive dust.
- Vehicles shall be protected with dust covers for the duration of the storage term.
- The TSP shall disconnect the battery for vehicles in long-term storage, so as to prevent the battery from discharging.
- In order to prepare the POV/MC for shipment, the TSP shall ensure that each vehicle is clean inside and out and free from loose items that can be pilfered with the exception of the vehicle tools and spare tire.
- Excess fuel shall be drained from the vehicle in accordance with carrier specifications.
- POVs shall be braced and lashed securely inside containers or truck prior to shipment to prevent moving or shifting during transit.
- Dispatch and shipping documentation should be forwarded to the Tender Administrator 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 new, soundly constructed of non-coniferous wood or plywood (Unless other materials are required to meet destination requirements), and be approved by the Tender Administrator 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 3/8 inch 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, be heat treated, and bear the IPPC stamp. All lift vans shall be new 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 a minimum thickness of .004 inch. 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 Tender Administrator before use.
2. Adequate steel banding shall be applied tightly and securely to all wooden cases and containers and to the outside of other appropriate containers that may be used for shipments.

#### **ITEM 5-4 CONSTRUCTION OF 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 ensure 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.
2. All cartons, boxes, wrapping and cushioning materials, and tri-wall containers used by the TSP in the performance of services under this contract 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 TSP for the protection of baggage shall be tri-wall fiberboard boxes of either 5, 10 or 15 cubes (inside measurement) with a minimum 900-pound test burst strength.
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 Tender Administrator.
5. Adequate steel banding shall be applied tightly and securely for all trunks, footlockers and wooden cases. Only glass filament tape shall be used for banding suitcases or other soft containers.
6. After wrapping and banding, each piece of baggage must be stenciled according to the instructions received from the Tender Administrator.

#### **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 the 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 tri-wall containers.

All scale weights shall be supported by certificates or weight tickets bearing: gross weight/dimensions/total cube; the date and name/signature of the weighmaster 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 are 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 TSP shall be held responsible for all costs associated with additional services resulting from reporting incorrect shipment weights/dimensions.

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:

i. Weighing of Loose Effects:

Loose effects must be weighed by a certified weighmaster on a Government inspected and approved scale. The term "Government inspected scale" means any scale that is inspected and approved periodically for accuracy by appropriate local U.S. Embassy authority.

ii. 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 the 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 lift van. 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 for each 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.

b. The gross weight of Unaccompanied Air Baggage (UAB) to be prepared for shipment or storage shall be determined by scale weights, ascertained by using a *commercial portable scale at the time of pack out*. This scale shall be used to determine the estimated gross weight of the UAB shipment. TSP must inform the 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 TSP's facility and that the estimated weight may vary from actual weight. Actual weight obtained from certified scales shall be used for determining if the shipment is within an employee's weight allowance.

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

The following is the schedule of allowed days for respective weight breaks for packing household effects:

0 - 2,500 lbs.	1 day
2,501 - 5,000 lbs.	2 days
5,001 - 7,200 lbs.	3 days

If the pre-pack survey indicates that additional days are necessary, the TSP should notify the Tender Administrator, [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov).

3. Weight Tickets: A copy of each certified weight ticket shall be attached to the voucher submitted for payment.

#### 4. Certification and Verification of Weights

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

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

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

The TSP shall utilize a digital scanner for the delivery of packing lists, security labels sheet, and weight and cube sheets to the Tender Administrator, [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov). Upon receipt of the packing list, weight certificate and security labels sheet for the HHE or condition report for POVs or GOVs, the Tender Administrator shall furnish the TSP the forwarding request and necessary shipping documents. It is the responsibility of the TSP to arrange sufficient time to load the shipment to ensure delivery to ELSO/Antwerp (or other specified location) within 14 days from the receipt of the Tender Administrator forwarding request. The request will be furnished by e-mail. It is the TSP's responsibility to notify the Tender Administrator, by email, if a shipment cannot be delivered by the specified date and the reasons therefore. Failure to provide notice prior to the latest date the shipment is to be delivered may be considered a tender violation.

A copy of the CMR must be sent to the Tender Administrator upon truck departure and a signed original copy of delivery must be e-mailed to the Tender Administrator within 2 days of the delivery date, followed by the original document.

The TSP is required to type the following information on all CMRs:

1. Gross weight, net weight, and metric cube capacity
2. Dimensions of each piece must be typed on the CMR, in metric, with the English equivalents in parenthesis. These dimensions should be in the order of length by width by height [for example, 1 pc @ 17IN x 14IN x 26IN].
3. The number of pieces.

Complete CMR instructions and specific lift van marking will be provided by the Tender Administrator.

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

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

This Tender shall be effective from October 1<sup>st</sup>, 2020 and shall remain in force for one (1) year

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

The time schedules shown below shall be adhered to by the TSP 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 is granted and confirmed in writing by the Tender Administrator prior to the expiration of the time period specified below or unless storage in transit is authorized by the Tender Administrator. (Edit below performance standards as appropriate for Post)

1. The packing lists, security labels sheet and weight certificates shall be completed within one (1) working day after pickup of goods at the residence. This one day is

exclusive of the packing day. Arrangement for the shipment to be picked up by the freight forwarder must occur within two (2) days.

2. The packing of household effects shall be completed within three working days for shipments under 7,200 lbs. Up to two additional working days may be authorized for shipments over 7,200 lbs. All cartons must be loaded onto the wooden lift van, closed and sealed in the presence of the client/customer or representative. Under no circumstance shall TSP carry cartons away to complete loading into lift vans outside the residence of the customer/client.
3. The CMR, T1 or electronic notification of shipment departing warehouse shall be presented to Tender Administrator within one (1) working day.
4. The delivery of incoming shipments shall be completed within four (4) working days from receipt of notification from the Tender Administrator. The delivery and unpacking services at the residence shall be performed on the date and at the time agreed upon between the TSP and the Tender Administrator.
5. All Inbound shipments and release to owner or agent shall be completed within five (5) working days after receipt of notification from the Tender Administrator.

Services required under Section 4-1, Scope of Work above shall not be deemed completed until the Tender Administrator receives notification of completion of services prescribed in Section 6-3.

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

Within 48 hours of the completion of the required services, the TSP shall notify the Tender Administrator, by email [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov) , and provide the following information.

- a. Name of employee and agency affiliation
- b. U.S. Government Bill of Lading (GBL) number/ House Airway Bill Number (Master AWB# if known)
- c. The ultimate destination of the shipment
- d. Date of the pickup, number of pieces, net and gross weight of shipment in metric with the English equivalents in parenthesis.
- e. Vehicle make, model and VIN number

A U.S. Government Bill of Lading (GBL) will be issued for each international shipment by the Tender Administrator. The GBL will be forwarded by the Tender Administrator to the TSP.

### **ITEM 6-4 PRE-MOVE SURVEY**

Before the UAB, HHE, and cargoes are packed, the TSP shall, in connection with each instance of household effects services in this tender, make an on-site pre-shipment survey of the items to be shipped and/or stored to determine the approximate net weight of each category. The survey shall be conducted by an approved estimator. The survey must list the major pieces of furniture, appliances, and equipment which are to be included in the shipment and/or storage lot. It must also state the number of cartons and crates necessary to properly pack the loose and fragile items. The TSP shall give a copy of each survey, signed and dated by the estimator, indicating the total estimated net weight of both the export shipment and storage lot to the client and the Tender Administrator within (two working day). A pre-shipment survey that deviates by more than ten percent, either high or low, in either the export or storage estimates, will be documented by the Tender Administrator. A pre-shipment survey will not normally be required for shipments other than household effects shipments.

## **ITEM 6-5 QUALITY ASSURANCE AND SURVEILANCE PLAN (QASP)**

The TSP, not the Government, is responsible for management and quality control to meet the terms of the tender. The role of the Government is to monitor quality to ensure that specified standards are achieved. The Tender Administrator will monitor TSP performance, advise the TSP of occurrences of unsatisfactory performance and notify the Tender Administrator of continued unsatisfactory performance.

The primary quality assurance procedure for this tender is employee feedback. If the USG has to repeatedly request the TSP correct work that was incorrectly performed, and it is clearly the fault of the TSP, suspension from the tender may result.

1. When the TSP fails to perform its contractual obligations, the TSP has committed a tender breach. The USG retains the right to prescribe terms that result from a tender breach. Depending on the severity of the breach, such terms may range from price adjustments to termination.
2. The monitoring of TSP performance is performed by the Tender Administrator who will receive all complaints and documents from clients regarding services provided. If appropriate the complaints will be discussed with TSP.
3. The performance standard is that no more than one complaint is received a month. The Tender Administrator shall notify the Tender Administrator of the complaints so that the Tender Administrator may take the appropriate action.

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

The USG reserves the right to decline to order services if violation notices are issued to the TSP. Rebuttals are only authorized after the first notice and prior to the issuance of the second notice. Continued violations may lead to the TSP's services being terminated.

Violation of 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

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

The TSP shall be paid upon proper completion of authorized services and submission of specified 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 prohibited.

### **U.S. Embassy ZERO Rating**

All taxable supplies (goods and services) to the United States Embassy in Kenya are exempt from Value Added Tax. See the VAT Act, 2013, 2nd Schedule, Part B 'Zero Rated Supplies to Public Bodies, Privileged Persons and Institutions', para (3). Vendors are therefore required to present invoices without a tax element, i.e., indicate 0% VAT on all invoices. The

Purchase Orders or Contracts issued by the United States Embassy will serve as the basis for the Zero Rating when vendors are accounting for VAT with the Kenya Revenue Authority.

### **Prior Award Requirement**

The U.S. Government intends to award a tender to the responsible vendor submitting a technically acceptable quote with the lowest price, based on initial quotations without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so. Prior to contract award, the successful offeror(s) will be required to have a DUNS number and be registered in SAM/COR through the following sites: DUNS – [www.dnb.com](http://www.dnb.com) and SAM/CCR [www.sam.gov](http://www.sam.gov).

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

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

Required method for service/statement submission: The TSP must submit all invoices for payment directly and electronically to the [NairobiPayables@state.gov](mailto:NairobiPayables@state.gov). All queries pertaining delayed payments should be addressed to [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov).

The invoice must include the following information to facilitate payment:

1. Name and address of 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
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 address of the responsible official to whom the payment is to be sent
9. Truck number, the city of discharge and place of loading
10. Copy of the electronic transit T1 and CMR (for incoming shipments)
11. Signed on delivery place CMR (for road services)
12. Shipment description
13. U.S. Government Bill of Lading (GBL) Number and PRO 1B Reference Number
14. Bank account information for payment in Kenya Shillings

Invoices submitted for payment must be supported by vouchers covering all disbursements, clearance certificates and/or reason for charges that may be incurred. No additional charges for packing and shipping will be approved if submitted more than 90 days after the completion of services.

### **ITEM 7-2 Payment**

Payments under this TOS will be made via direct deposit. 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 Tender Administrator as supporting documentation upon request:

1. Accomplished original T1, CMR, AWB, and GBL
2. Shipment weight tickets and packing lists

In consideration of the satisfactory performance of all scheduled services required under this tender, the TSP shall be paid within 30 days from the date of receipt of a complete invoice and supporting documents. Payment shall only be made for services approved by the USG representative.

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

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

The USG will not pay for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the TSP of his own volition or at the request of an individual other than the designated Tender Administrator or Tender Administrator. The specifications, terms, and/or conditions of this tender may only be changed or altered by the Tender Administrator.

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

The TSP shall be liable 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 TSP, the shipment shall be forwarded to the rightful address by the quickest means of transportation as directed by the Tender Administrator. The TSP shall reimburse the USG for all costs incident to the forwarding of such shipments from the incorrect address to the correct address, including charges for preparation, drayage, and transportation. The TSP accepts full responsibility for any and all losses and /or damages from the time such cargo is received into the hand of the TSP until it is released into the custody of the Government as evidenced by the signed receipt. The TSP further agrees that in any instance involving loss or damage to USG cargo or household effects, where the TSP fails to exercise reasonable diligence, the TSP shall assume full responsibility for such loss or damage including the payment of claims for losses or damage.

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

The TSP shall be liable to the USG for the forwarding to the rightful owner any household and personal effects that were packed or stowed by the TSP, 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 Tender Administrator. The TSP shall reimburse the USG for all costs incident to the forwarding of such effects including charges for preparation, drayage, and transportation.

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

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

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

The TSP must supply the Tender Administrator with a complete special request/assessorial form (see attachment 9-5) for authorizing special crating services. 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. Please include the shipper's name, shipment number along with the Tender

Administrator's name on all requests. Crates must conform to the USDA APHIS specifications for the destination designated on the TSP's authorization. All wood/plywood containers must meet ISPM 15 USDA APHIS requirements, be heat-treated, and bear the IPPC stamp on all sides of the container.

The TSP must email a copy of special request/assessorial request to the Tender Administrator, [NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov) for approval prior to the pack out date.

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

This TOS may be used by other U.S. Government agencies to meet their requirements. The use of the TOS is subject to the approval of the Tender Administrator and all Government agencies must abide by the guidelines set forth herein.

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

The TSP shall hold the Government, its officers, agents, 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 TSP or his agents.

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

##### 1. Services to Be Authorized

Services to be performed for the Department of State (DOS) will be ordered from the TSP by the issuance of an appropriate U.S. Government Bill of Lading (GBL). Agencies, other than the DOS, which may utilize this tender, shall issue an appropriate order for such services directly to the TSP.

##### 2. Assignment of Shipments

In order to achieve the most effective movement of goods, the U.S. Embassy will assign shipments to TSPs for services covered under this tender. The employee or his authorized representative will not select a TSP nor deal directly with any TSP but will coordinate pickup and/or delivery dates with the Tender Administrator. Any requests from the employee or his authorized agent regarding dates, changes to pickups, deliveries, or any other matters relating to shipments handled by TSP under the terms of this tender must be referred to Tender Administrator for action. No action of any kind is authorized unless it is approved by the Tender Administrator. Only after the assignment of a TSP has been made by Tender Administrator will the TSP deal with the employee concerning details of the assigned move.

##### 3. Placement of Orders

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

##### 4. Requirements filled through an International Government Bill of Lading (ITGBL, "door to door") shipment are excluded from the scope of this tender.

No work is to commence without confirmation by the Tender Administrator (i.e. GBL).

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

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

##### Comprehensive General Liability

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

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

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

(d) Workers' Compensation and Employer's Liability

Workers' Compensation and  
Occupational Disease

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

Employer's Liability

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

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

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

1. The TSP shall furnish the Tender Administrator with a current certificate of insurance as proof of the required coverage. In addition, the TSP shall furnish evidence of a commitment by the TSP's insurer to notify the Tender Administrator in writing of any material change of coverage not less than thirty (30) days before such change, expiration or cancellation is effective.
2. The TSP shall give the Tender Administrator immediate notice in writing of any suit or action filed against the TSP arising out of the performance of this tender. The TSP shall furnish immediately to the Tender Administrator copies of all pertinent papers received by the TSP. Insofar as the following shall not conflict with any policy or tender of insurance and upon request of the Tender Administrator, the TSP shall do any and all things to effect

an assignment and subrogation in favor of the USG of all TSPs rights and claims against the USG, arising from or growing out of such asserted claims, and if required by the Tender Administrator 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 TSP.

3. The TSP 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 TSP by reason of any act or omission of the TSP, its agents, or employees in the execution or protection of the work. The TSP's assumption of liability continues independently of the insurance policies.

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

1. Notwithstanding any other provision of this tender, TSP 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 TSP 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 TSP, its employees, or its sub-packers.
2. TSP's liability under this clause shall be within the limits of the USG subrogation or rights by assignment, be the full cost of repair, or the full replacement cost as defined in ITEM 8-11-3 Liability of TSP, subject to the exception stated therein.
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. TSP'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 retail value for vehicles.
4. Claims will be considered by the TSP 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 TSP 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 TSP. The owner has two years to file a claim, and two years is the length of the TSP's liability.
6. The liability of the TSP imposed by this clause shall not be nullified or limited by any limitation, disclaimer, or release prescribed by the TSP 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 TSP liability under this clause shall not limit the TSP'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 TSP's facility, reserves the right to order goods removed at any time by reasonable means by anyone authorized to do so by the U.S. Government.

### **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 TSP 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 TSP 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 air freight 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 air freight or household effects shipment which should have been placed into storage.

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

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

The TSP will only use trained personnel who are qualified to perform their assigned duties in packing and handling of personal property. If any personnel appear to be under the influence of alcohol or drugs or use abusive language, they shall promptly be replaced with qualified personnel when requested by the employee or Tender Administrator. Parolees, convicts, prisoners or casual day laborers will not be used in the packing or movement of personal effects. There must be at least one employee who is fluent in the English language during the entire pack-out or delivery.

### **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.

#### **Exhibit A: 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

#### **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

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

ANY ELECTRONIC EQUIPMENT

ANY PLAYGROUND EQUIPMENT

ANY ATHLETIC / EXERCISE EQUIPMENT

CRYSTAL CHANDELIER WITH APPRAISED  
VALUE OVER \$2100

BABY GRAND PIANOS

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

UPRIGHT / ELECTRIC PIANO

SURFBOARDS

CABINETS WITH GLASS FRONTS AND  
DOORS

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

DOLLHOUSE

**Exhibit B: Shipment Count for the past year.**

These numbers are estimates only and are not guaranteed for this tender cycle

1. OUTBOUND SERVICES	Unit of Measure	Estimated Quantity
a) PACKING SERVICES - UNACCOMPANIED AIR BAGGAGE.	100 lbs.	9949 lbs
b) PACKING SERVICES - HOUSEHOLD EFFECTS.	100 lbs.	108570 lbs
c) HOUSEHOLD EFFECTS BY AIR.	100 lbs.	
2. TRANSPORTATION SERVICES		
a) INTERNATIONAL TRANSPORT FROM TSP'S FACILITY TO (SHIPPING DESTINATION)	100 lbs.	108570lbs
b) INTERNATIONAL TRANSPORT FROM TSP'S FACILITY TO (SHIPPING DESTINATION)	Vehicle	05
3. INBOUND SERVICES		
a) UNPACKING SERVICES -UNACCOMPANIED BAGGAGE.	100 lbs.	8,238 lbs
b) UNPACKING SERVICES - HOUSEHOLD EFFECTS.	100 lbs.	7,484,156 lbs
c) VEHICLE	Vehicle	20
d) GENERAL CARGO	100 lbs.	295,771 lbs
4. STORAGE SERVICES (PER 30 DAYS)		
a) UNACCOMPANIED BAGGAGE, HOUSEHOLD EFFECTS, and GENERAL CARGO	100 lbs.	
b) VEHICLES	Vehicle	

## **Attachment 9-1**

### **Acronyms used within this Tender of Service**

APHIS	Animal and Plant Health Inspection Service
CM	Cubic Meters (measurements)
CMR	Document for International Carriage of Goods by Road
CO	Tender Administrator
CUFT	Cubic foot (measurement)
DOD	Department of Defense
DOS	Department of State
ELSO	European Logistics Support Office
ETA	Estimated time of Arrival
FAM	Foreign Affairs Manual
FAR	Federal Acquisitions Regulations
FIATA	International Federation of Freight Forwarders
FIDI	Federation of International Furniture Removers
FT	Foot (measurements)
GBL	U.S. Government Bill of Lading
GOV	Government Owned Vehicle
GSO	General Service Office
HHE	Household Effects
HRS	Hours
IAM	International Association of Movers
IATA	International Air Transportation Association
IPPC	International Plant Protection Convention
ISPM	International Standard for Phytosanitary Measures
MC	Motorcycle
NTE	Not to Exceed
PBO	Packed by Owner
PC	Piece
POV	Privately Owned Vehicle

PRO 1B	Import Tax Exemption Documents
QASP	Quality Assurance and Surveillance Plan
RSO	Regional Security Office
T1	Transit Customs Declaration
TOS	Tender of Service
TSP	Tender Service Provider
U.S.	United States (of America)
UAB	Unaccompanied Air Baggage
USCG	United States Coast Guard
USD	United States Dollar (Official currency in the United States)
USDA	United States Department of Agriculture
USG	United States Government

**Attachment 9-2 - Letter of Intent**



**U.S. Embassy, Nairobi Kenya  
Origin Packing Tender of Service  
Tender Number 19KE5021-T-001**

**Trading Partner Agreement & Letter Of Intent**

*Carrier Agreement*

*To Abide By the Terms and Conditions Of*

**U.S. Embassy, Nairobi, Kenya**

**General Service Office**

*This is to certify that our company accepts the U.S. Embassy's request to participate in the U.S Embassy's TENDER OF SERVICE (TOS) Packing and Transportation Services Program.*

*I certify that I have read and will comply with all the provisions contained in the U.S. Embassy's TENDER OF SERVICE.*

..... (COMPANY NAME & ADDRESS)

\_\_\_\_\_  
SIGNATURE  
TITLE OF AUTHORIZED COMPANY OFFICIAL & DATE

CARRIER CONTACT: \_\_\_\_\_

NAME: \_\_\_\_\_

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

TELEPHONE NO: \_\_\_\_\_

EMAIL \_\_\_\_\_



**STANDARD TENDER OF SERVICE (STOS)  
FOR PACKING AND SHIPPING 2020 – 2021**

**TENDER RATE SHEET**

The Tender Rate Sheet filled with all quoted rates should be delivered to the appropriate Tender Administrator within U.S. Mission Kenya no later than August 31, 2020.

Any queries concerning this Tender may be addressed to  
[NairobiGSOCustomsAndShipping@state.gov](mailto:NairobiGSOCustomsAndShipping@state.gov)

**U.S. Mission Kenya  
General Service Office- Contracting/Shipping Section  
Packing & Shipping Services**

**Section – I: Tender Rate Sheet**

**Post:** \_\_\_\_\_

**1. Outbound Shipments**

The Tender rates shall include the following costs:

- (i) Prepack Survey
- (ii) Collection from within Nairobi greater area
- (iii) Standard packing, inventory, marking & weighing.
- (iv) Preparation of Customs/export documentation and Airway bills.
- (v) Temporary storage up to 14 calendar days (when applicable).
- (vi) All labor and handling charges including stuffing and handling charges
- (vii) Lift/air vans as required including Cost of fumigating the Empty wooden Containers.
- (viii) Unaccompanied baggage boxes not to exceed 15 cube or 37x30x23 inches, features tri-wall construction and is regular slotted. The box should be weather resistant, corrugated fiberboard and designed for use as an exterior shipping container.
- (ix) Airport delivery and export clearance for air shipments and Delivery to Inland Container Depot – Embakasi on free on-board status for sea freight

The Tender rates shall be exclusive of:

- (i) Airline and Cargo Handling company charges.
- (ii) Any other relevant third-party disbursement supported by an official receipt.
- (iii) Specialized packing requirements other than general standard specifications.
- (iv) Ports Authority charges, ship's agent charges or any other relevant third-party disbursement supported by an official receipt

**1.1.1 AIRFREIGHT EXPORT – GOVERNMENT PACKED**

Air Freight-Owner/ Government packed.	A	B	C	D	B*C*D
	unit of issue	unit price per kilo	Average Size of shipment	estimated number of shipments	extended price
Minimum up to 100	Kilograms		50	30	
101-250	Kilograms		175.5	20	
251-500	Kilograms		375.5	48	

Over 501	Kilograms		501	2	
<b>Sub Total</b>					

**1.1.2 AIRFREIGHT EXPORT – UNACCOMPANIED BAGGAGE (UAB), MAIL BAG POUCHES AND MISSION SUPPLIES**

UAB , Mail bag pouches & Mission Supplies	A	B	C	D	B*C*D
	unit of issue	unit price per kilo	Average Size of shipment	estimated number of shipments	extended price
Minimum upto 100	Kilograms		50	30	
101-250	Kilograms		175.5	20	
251-500	Kilograms		375.5	48	
Over 501	Kilograms		501	2	
<b>Sub Total</b>					

**1.1.3 AIRFREIGHT EXPORT – HOUSEHOLD EFFECTS (HHE)**

Air Freight HHE	A	B	
	unit of issue	unit price per kilo	
Minimum upto 250 (Fixed price)	Kilograms		
251-1500	Kilograms		
1501-2500	Kilograms		

**1.1.4 SEAFREIGHT EXPORT – HOUSEHOLD EFFECTS (HHE ) - CBM Refers to Cubic Meter**

**a) Loaded into a 20' container**

<b>A</b>	<b>B</b>	<b>unit of issue</b>	<b>unit price per C/M</b>
<b>Sea Freight HHE</b>	Minimum up to 5	Cubic Meter	
	5.01-10	Cubic Meter	
	10.01-15	Cubic Meter	
	Over 15	Cubic Meter	

**b) Loaded into a 40' container**

<b>Sea Freight HHE</b>	<b>A</b>	<b>B</b>	
	<b>unit of issue</b>	<b>unit price per C/M</b>	
25-30	Cubic Meter		
30.01-35	Cubic Meter		
Over 35	Cubic Meter		

**1.1.5 PERSONALLY OWNED MOTOR VEHICLE EXPORTS**

Contractor's rates are to include the following costs and services:

- (i) Collection from within Nairobi greater area on a flat Bed
- (ii) Preparation of Customs documentation, Shipping orders or Airway Bills
- (iii) Temporary storage up to 14 calendar days (when applicable)
- (iv) All labor stuffing and handling charges
- (v) Port delivery either to Inland Container Depot Embakasi or Mombasa Port on Free on-Board Status/Jomo Kenyatta International Airport

Contractors' rates exclude:

- (i) Kenya Ports Authority charges, and Ships agent's charges,
- (ii) Sales Agent Valuation letter/certificate,
- (iii) Airline and Kenya Airfreight Handling Ltd. charges, and
- (iv) Any other relevant third party disbursement supported by an original official receipt.

**Inland Container Depot Embakasi**

Inland Container Depot	A	B
	unit of issue	unit price per Container
1x20	Container	
1x40	Container	

### **Kilindini Port – Mombasa**

Inland Container Depot	A	B
	unit of issue	unit price per Container
1x20	Container	
1x40	Container	

## **2. Inbound Shipments**

The Contractor's rate shall include the following costs and services:

- (i) Collect Import authority documents from U.S. Embassy.
- (ii) Prepare customs clearance documentation and obtain clearance within 72 hrs.  
(airport shipments) and for 96 hours (sea freight)
- (iii) All labor and handling charges.
- (iv) Overnight, weekend or holiday storage (when applicable)
- (v) Unpacking, Removal, or collection of debris/lifts vans.
- (vi) De-stuffing containerized vehicles
- (vii) Providing ramp services for removal of vehicles from a container

Contractor's rates shall be exclusive of:

- (i) Airline and Kenya Airfreight Handling Ltd.
- (ii) Kenya Ports Authority charges, Ships agent's charges, Break-bulk fee.
- (iii) Any other relevant third-party disbursement supported by an official receipt.
- (iv) Transportation charges: from JKIA and/or Mombasa port, inland container depot  
or any CFS facility deliver within Nairobi, Mombasa, Kisumu, Kericho greater area  
or any other designated location within 24 hrs
- (v) Empty container return to shipping line agent depot (when required)
- (vi) For vehicles: Delivery at the US Embassy or within Nairobi greater area on a flat bed

### **2.1.1 AIRFREIGHT IMPORTS – JOMO KENYATTA INTERNATIONAL AIRPORT UNACCOMPANIED BAGGAGE/HOUSEHOLD EFFECTS**

<b>Air Freight import- JKIA unaccompanied baggage/ household</b>	<b>A</b>	<b>B</b>	
	<b>unit of issue</b>	<b>unit price per kilo</b>	
Minimum upto 50 (Fixed Price)	Kilograms		
51-250	Kilograms		
251-500	Kilograms		
501- 1000	Kilograms		
Over 1001	Kilograms		

### **2.1.2 AIR FREIGHT IMPORTS GOVERNMENT SUPPLIES**

<b>Air Freight import- Government Supplies</b>	<b>A</b>	<b>B</b>	
	<b>unit of issue</b>	<b>unit price per Kilo</b>	
Minimum up to 50 (Fixed price)	Kilograms		
51-300	Kilograms		
301-500	Kilograms		
501-1000	Kilograms		
Over 1001	Kilograms		

### **2.1.3 SEA FREIGHT IMPORTS – GOVERNMENT SUPPLIES**

#### **Inland container Depot – Embakasi Loose Container Load (LCL)**

<b>Embakasi loose container load (LCL) exclusive of transport</b>	<b>A</b>	<b>B</b>	
	<b>unit of issue</b>	<b>unit price per c/m</b>	

Minimum up to 2	Cubic Meter		
2.01-5	Cubic Meter		
5.01-10	Cubic Meter		
Over 10.01	Cubic Meter		

**Kilindini Port – Mombasa (LCL) Exclusive of transport**

<b>Mombasa (LCL) Exclusive of transport</b>	<b>A</b>	<b>B</b>	
	<b>unit of issue</b>	<b>unit price per c/m</b>	
Minimum up to 2	Cubic Meter		
2.01-5	Cubic Meter		
5.01-10	Cubic Meter		
Over 10.01	Cubic Meter		

**Fixed rate for full container load – Port of clearance inland Container depot (ICD)**

<b>Port of entry ICD- Embakasi</b>	<b>A</b>	<b>B</b>	
	<b>Unit of issue</b>	<b>Unit price per container</b>	
20' Container	Each		
40' Container	Each		

**Fixed rate for full container Load- Port of clearance Kilindini Mombasa**

<b>Port of entry Kilindini- Mombasa</b>	<b>A</b>	<b>B</b>	
	<b>unit of issue</b>	<b>unit price per container</b>	

20' Container	Each		
40' Container	Each		

#### **2.1.4 SEA FREIGHT IMPORTS HOUSEHOLD EFFECTS**

##### **Inland Container Depot – Embakasi (Loose Cargo)**

<b>Inland Container Depot Embakasi Exclusive of transport</b>	<b>A</b>	<b>B</b>	
	<b>unit of issue</b>	<b>unit price per c/m</b>	
Minimum up to 2	Cubic Meter		
2.01-5	Cubic Meter		
5.01-10	Cubic Meter		
Over 10.01	Cubic Meter		

##### **Kilindini Port – Mombasa (Loose Cargo)**

##### **Exclusive of transport**

<b>Kilindini Port- Mombasa Exclusive of transport</b>	<b>A</b>	<b>B</b>	
	<b>unit of issue</b>	<b>unit price per c/m</b>	
Minimum up to 2	Cubic Meter		
2.01-5	Cubic Meter		
5.01-10	Cubic Meter		
Over 10.01	Cubic Meter		

##### **Fixed rate for full container loads**

##### **Exclusive of transport**

**Cleared at the Inland Container Depot Embakasi**

Cleared at the inland container depot - Embakasi	A	B	
	unit of issue	unit price per container	
20' Container	Each		
40' Container	Each		

-

**Cleared at Kilindini Port Mombasa**

**Exclusive of transport**

Cleared at Kilindini port- Mombasa exclusive of transport	A	B		
	unit of issue	unit price per container		
20' Container	Each			
40' Container	Each			

-

**2.1.5 PERSONALLY OWNED AND GOVERNMENT MOTORVEHICLE IMPORTS**

**Cleared Inland Container Depot Embakasi**

Cleared Inland Container Depot Embakasi Exclusive of transport	A	B		
	unit of issue	unit price per container		
20' Container	Each			
40' Container	Each			

**Cleared at Kilindini Port – Mombasa**

Cleared at Kilindini port – Mombasa	A	B	C	B*C
	unit of issue	unit price per container	Estimated no of shipment	extended price
20' Container	Each		100	
40' Container	Each		100	
<b>Sub Total</b>				

**RollOn RollOff (RoRo) Loose – Kilindini Mombasa**

Description	A	B		
	unit of issue	unit price per vehicle		
Roll- on Roll Off delivered in Mombasa	Each			
By Car Carrier Delivered in Nairobi greater area	Each			
By Car Carrier Delivered in Kisumu greater area	Each			
By Car Carrier Delivered in Kericho greater area	Each			
By Air Cleared at JKIA	Each			

## **2.1.6 TRANSPORT RATES**

### **(i) ICD Embakasi to Nairobi greater area**

Transport Charges- ICD Embakasi to Nairobi greater area	A	B		
	unit of issue	unit price per container		
20' Container	Each			
40' Container	Each		100	

#### **a. Loose Cargo from ICD Embakasi to Nairobi greater area**

Loose Cargo from ICD Embakasi to Nairobi greater area	A	B			
	unit of issue	unit price cbm			
Minimum up to 2	Cubic Meter				
2.01-5	Cubic Meter				

5.01-10	Cubic Meter				
Over 10.01	Cubic Meter				

b. **Loose Cargo from JKIA to Nairobi** greater area

Loose Cargo from JKIA to Nairobi greater area	A	B			
	unit of issue	unit price per cbm			
Minimum up to 2	Cubic Meter				
2.01-5	Cubic Meter				
5.01-10	Cubic Meter				
Over 10.01	Cubic Meter				

c. **Loose Cargo from JKIA to Kisumu** greater area

Loose Cargo from JKIA to Nairobi greater area	A	B			
	unit of issue	unit price per cbm			
Minimum up to 2	Cubic Meter				
2.01-5	Cubic Meter				
5.01-10	Cubic Meter				
Over 10.01	Cubic Meter				

d. **Loose Cargo from JKIA to Kericho** greater area

Loose Cargo from JKIA to Nairobi greater area	A	B			
	unit of issue	unit price per cbm			

Minimum up to 2	Cubic Meter				
2.01-5	Cubic Meter				
5.01-10	Cubic Meter				
Over 10.01	Cubic Meter				

**e. Residence to Residence within Nairobi greater area**

Residence to Residence within Nairobi greater area	A	B			
	unit of issue	unit price per cbm			
Minimum up to 2	Cubic Meter				
2.01-5	Cubic Meter				
5.01-10	Cubic Meter				
Over 10.01	Cubic Meter		10.01	100	

**f. Loose Cargo from Mombasa to Nairobi greater area**

Loose Cargo from Mombasa to Nairobi greater area	A	B			
	unit of issue	unit price per cbm			
Minimum up to 2	Cubic Meter				
2.01-5	Cubic Meter				
5.01-10	Cubic Meter				
Over 10.01	Cubic Meter				

**(ii) Mombasa to Nairobi greater area**

<b>Transport Charges- Mombasa to Nairobi greater area</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>B*C</b>
	<b>unit of issue</b>	<b>unit price per container</b>		
20 Container (under 15 tons gross weight)	Each			
20 Container (over 15 tons gross weight)	Each			
40' Container	Each			

**(iii) From Nairobi Post to Greater Kisumu**

<b>Transport Charges- Nairobi –Kisumu Greater Area</b>	<b>A</b>	<b>B</b>		
	<b>unit of issue</b>	<b>unit price per container</b>		
20 Container (under 15 tons gross weight)	Each			
20 Container (over 15 tons gross weight)	Each			
40' Container	Each			

**(iv) Nairobi Post to Kericho greater Area**

<b>Transport Charges- Nairobi – Kericho Greater Area</b>	<b>A</b>	<b>B</b>		
	<b>unit of issue</b>	<b>unit price per container</b>		
20 Container (under 15 tons gross weight)	Each			
20 Container (over 15 tons gross weight)	Each			
40' Container	Each			

**(v) Nairobi Post to Mombasa greater Area**

<b>Transport Charges- Nairobi –Mombasa Greater Area</b>	<b>A</b>	<b>B</b>		
	<b>unit of issue</b>	<b>unit price per container</b>		
20 Container (under 15 tons gross weight)	Each			
20 Container (over 15 tons gross weight)	Each			
40' Container	Each			

**(vi) Kericho to Nairobi greater Area**

<b>Transport Charges- Nairobi –Mombasa Greater Area</b>	<b>A</b>	<b>B</b>		
	<b>unit of issue</b>	<b>unit price per container</b>		
20 Container (under 15 tons gross weight)	Each			
20 Container (over 15 tons gross weight)	Each			
40' Container	Each			

**(vii) Kisumu to Nairobi greater Area**

<b>Transport Charges- Nairobi –Mombasa Greater Area</b>	<b>A</b>	<b>B</b>		
	<b>unit of issue</b>	<b>unit price per container</b>		
20 Container (under 15 tons gross weight)	Each			
20 Container (over 15 tons gross weight)	Each			
40' Container	Each			

**(viii) POV/GOV on a flatbed from Agents facility**

<b>Transport Charges</b>	<b>A</b>	<b>B</b>		
	<b>unit of issue</b>	<b>unit price per Vehicles(Kshs)</b>	<b>Estimated No. of shipments</b>	<b>Extended Price (Kshs)</b>

To a greater Nairobi Area or from residence to Agents facility	Each			
To a greater Kisumu Area or from residence to Agents facility	Each			
To a greater Kericho Area or from residence to Agents facility	Each			
Sub Total	Each			

### **2.1.7 STORAGE/WAREHOUSING**

**NB. The rate charged is per week or part thereof after the 14-days free storage period.**

Storage / Warehouse charge per week thereof	A	B				
	unit of issue	unit price per CBM per week				
Minimum up to 2	Cubic Meter					
2.01-5	Cubic Meter					
5.01-10	Cubic Meter					
<b>Sub Total</b>						

### **2.1.8 MISCELLANEOUS CHARGES**

#### **1. Handling Fee for third party disbursements**

Handling fee	A	B			
	Currency	unit price per shipment			
Minimum upto 100,000	Kenya Shillings				
100,001-500,000	Kenya Shillings				

500,001-1,000,000	Kenya Shillings				
Over 1,000,001	Kenya Shillings				

**3. Bond fee (prior release) for airfreight, sea freight and vehicle shipments of BIF (Bond in Force)**

<b>Bond Fee for Air, Sea freight and Vehicle Shipment</b>	<b>A</b>	<b>B</b>			
	<b>Currency</b>	<b>unit price per shipment</b>			
Minimum upto 100,000	Kenya Shillings				
100,001-500,000	Kenya Shillings				
500,001-1,500,000	Kenya Shillings				
Over 1,500,001	Kenya Shillings				

<b>Other Services_ Description</b>	<b>A</b>	<b>B</b>	
	<b>unit price</b>	<b>estimated no of Units</b>	
Local Removal	Hour		
Packing Material	CBM		
Import Pet Clearance	Each		
Export Pet Clearance exclusive of freight	Each		
After hour Charges	Hour		
Credit for lift vans	CBM		

Vehicle Documentation charges (Departing Employees/ Auction	Each		
Forklift Charges	Hour		
Special Parking and Crating	CBM		

## Attachment 9-4 - Hazardous Materials



### HAZARDOUS/RESTRICTED MATERIAL FOR AIR FREIGHT AND PERMANENT STORAGE AGREEMENT

TSA regulations prohibit the transportation of hazardous materials on all air shipments of HOUSEHOLD EFFECTS (HHE) and UNACCOMPANIED AIR BAGGAGE (UAB), as well as placing within a permanent storage facility. Signing this form confirms that there are no hazardous materials / restricted items that could result in significant delays and additional charges. Items that are not to be in HHE/UAB air shipments or placed into permanent storage include but are not limited to:

- Personal documents (birth certificates, car title and insurance documents).
- OIL-based paints and thinners (flammable liquids).
- Aerosol cans (deodorants, spray paint, bug spray, etc.).
- Nail polish, cologne.
- Industrial solvents (bleach; drain cleaners, degreasers, kitchen cleaners, any acidic compound solutions etc.)
- Insecticides, garden chemicals, fertilizer.
- Lithium batteries (toy batteries, cell phone/laptop/GoPro batteries, hover boards etc.).
- Motorcycle, vehicle, boat batteries.
- Magnetized materials (including speakers of any size).
- Toner/Ink cartridges of any size.
- Machinery that has contained fuel (chain saws, leaf blowers, lawn mower, etc.).
- Any class of fuel or oil (camp fuel, lanterns, torches, heating, elements, etc.).
- Infectious substances/Bacterial cultures.
- Any compound, liquid or gas that has toxic characteristics or empty cylinders of gas.
- Fireworks, including signal flares, sparkles and other explosives
- Flammable liquids/solids (alcohol, lighters, matches, tricks candles, camphor oil etc.)
- Pressurized containers (fire extinguishers, butane/propane, CO2 cartridges, etc.)
- Weapons (firearms, ammunition, mace, tear gas, antiques/trophy, etc.)
- Cash of any amount/denomination or jewelry
- Unlicensed/unprescribed drugs or Alcohol.
- Contraband and pornographic materials

If there is any question about an item being hazardous/restricted, please contact your move representative immediately. By signing, I confirm that I have read the above and ensure that there are no hazardous/restricted items in the HHE/UAB shipment to be flown by air or the permanent storage shipment. I also give consent for screening and/or physical search in the event that hazardous/restricted items are found as per TSA regulations.

---

SIGNATURE

DATE

## Attachment 9-5 - Limitations: Special Crating Request

Requests special crating for the items listed below

\_\_\_\_\_  
Company Name

for \_\_\_\_\_ This request is being made because:

\_\_\_\_\_  
Employee's Name

Pre-move surveyor feels this is necessary to safely transport item.

The employee wishes the items to be specially crated.

Item	Dimensions	Cube	Cost	Approved/Denied

Authorizing Signatures:

Signature of Tender Administrator \_\_\_\_\_

Signature of Tender Administrator \_\_\_\_\_

## Attachment 9-6 Compliance Checklist

**This is a compliance checklist of the necessary documents required for approval to participate for the packing and freight tender.**

1. A valid copy of licenses and memberships.	<b>Yes/No</b>
2. One signed copy of the company's registration with (local government requirements as appropriate, ex: Registrar of Companies within Kenya) and other official documentation pertaining to company registration.	<b>Yes/No</b>
3. A signed copy of the Trading Partner Agreement / Letter of Intent.	<b>Yes/No</b>
4. Evidence of the transporting company and freight forwarder that they operate a business with a permanent address and telephone number requirement within Kenya.	<b>Yes/No</b>
5. Evidence of owning/leasing a warehouse.	<b>Yes/No</b>
6. List on three largest clients for the past three years, demonstrating prior experience with relevant past performance records. The list shall include the estimated volume of cargo processed by your firm for this client per year, and client contact information (name, position, phone number, email address).	<b>Yes/ No</b>
7. Evidence the offeror has all the licenses and permits required by applicable local law.	<b>Yes/No</b>
8. Names of transporting companies assigned for freight assignments.	<b>Yes/No</b>
9. Proof of required Insurance	<b>Yes/No</b>
10. Evidence the offeror can provide the equipment, personnel and financial resources needed to perform the work requested.	<b>Yes/No</b>
11. A company brochure with a history of the company.	<b>Yes/ No</b>
12. Last three years' financial statements and auditors reports.	<b>Yes/No</b>
13. One hard copy of the quoted rates sheet for this tender.	<b>Yes/No</b>
14. Proof that the Customs Broker is Customs compliant.	<b>Yes/No</b>