

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT RFP NO. 19M05519R0002			1. CONTRACT ID CODE		PAGE OF PAGES 1 of 11
2. AMENDMENT/MODIFICATION NO. A00001		3. EFFECTIVE DATE 10/29/2019	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE Department of State American Embassy, Rabat KMS.7, Avenue Mohamed VI, Morocco			7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) Prospective Offerors			X	9a. AMENDMENT OF SOLICITATION NO. 19M05519R0002	
				9b. DATED (SEE ITEM 11) 10/08/2019	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Not Applicable					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment 001 to this solicitation is for the following: 1. To include <u>DBA insurance</u> in the RFP (see continuation page block 14.) 1. To post <u>Attachment A</u> , the pre-proposal minutes of the meeting held 10/22/2019. 2. To post <u>Attachment B</u> , all questions submitted by interested vendors with USG answers. 3. This solicitation due date, Thursday November 7, 2019 at 1700 GMT, has now been extended to Friday November 15, 2019 at 1700 GMT.					
SEE NEXT PAGES FOR DETAILS. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER Patrick D. Fenning		
15B. NAME OF CONTRACTOR/OFFEROR BY (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 10/28/19

Standard Form (SF-30)

Continuation page of block 14:

The purpose of this amendment to solicitation No. 19M05519R0002 is to add Defense Base Act Insurance, as follows:

Section I-I.1: Delete 52.228-4 and replace with 52.228-3 per below with note:

52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014)

Section L.1.1: Add the following:

“The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>”



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October 29, 2019

Attachment A

Minutes from the Pre-Proposal Conference October 22, 2019 at 10:00 am

Introduction

U.S. Embassy Rabat Contracting Officer (CO) Patrick Fenning opened the conference by welcoming all attendees and thanking them for their attendance, then introduced Contracting Officer Representative (COR) and Property Management Officer (PMO) Robyn Mofsowitz, Contract Specialist and Procurement Supervisor Zakia Askari, and US Embassy staff supporting the conference Fatima Jerroum and Karima Qara, Procurement Agents/Note Takers.

Discussion of the Solicitation Package:

The CO explained the conference parameters of equal disclosure and stated that the purpose of the conference was to clarify various proposal requirements, how to submit the solicitation proposal and how the proposals will be evaluated. The specific points below were covered:

- A record of conference minutes will be prepared and posted on FedBizOpps and the U.S. Embassy Rabat website for all prospective offerors.
- All questions will have to be submitted in writing and will be answered in a combined list subsequently by posting them on FedBizOpps the U.S. Embassy Rabat website for all prospective offerors.
- Statements made at the conference do NOT change the solicitation, any changes-if necessary- will be issued by written amendment to the solicitation and will be made available to the prospective bidders on FedBizOpps and the U.S. Embassy Rabat website for all prospective offerors.
- To ensure full transparency, all offerors received the same solicitation and they all have equal access to the information.
- All invoices will have to be submitted electronically and by mail.
- The solicitation and the contracting process are conducted in accordance with United States Government regulations, i.e. Federal Acquisition Regulation (FAR), Department of State Acquisition Regulations (DOSAR) and the Office of the Procurement Executive.

The Contracting Officer explained how the proposal must be submitted and highlighted the various sections of the solicitation:

- Section A:
 - Standard Form 33 blocks 12-18 should be fully filled out and signed by the prospective bidders.
- Section B:
 - The contract is for labor force only.
 - Pricing: Pricing tables for base year and all option years should be completed.
 - VAT amount should be priced as separate Line Item, Section C:
 - Work Requirements: The COR talked briefly about the scope of work, personnel, schedule of services, type of services, working hours, holidays, duties and responsibilities, and warehouse operations services.
- Sections E, F, G, I: These sections are clauses that are present in US government contracts, full versions of the clauses can be viewed at the referenced websites.
- Section H:
 - Security: Offerors were made aware that security checks would take 30 days For clearance. The offeror winner should provide all the information stated in H.1.1. for each individual.
 - Standards of Conducts: The Contractor should maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity.
- Section J:
 - Locations for warehouse Support Services (*To be provided after contract award for security reasons*)
 - Government Furnished Materials (U.S. Government will provide break room space and all equipment to remove property, including forklifts and dollies
- Section K:
 - Taxpayer Information (contractors should complete this section with the necessary information)
 - The offeror winner will be required to provide Dun & Bradstreet's (D&B) Data Universal Numbering System (DUNS) Numbers and register in System and Award Management (SAM).
- Section L:
 - Offerors must follow the instructions when preparing their proposals.
- Section M:

- Technical volume must be submitted separately from pricing volume. The CO also reviewed the U.S. Government's determination of award: lowest price, technically acceptable.

- The CO also reviewed the Recruitment of Third Country Nationals (TCN) Clause and that if the offeror will recruit and hire TCNs to work under this contract, they will be required to submit a recruitment and housing plan as part of the proposal.

Attachment B

**Questions and Answers
Warehouse Support Services
RFP No. 19M05519R0002**

- Q.1:** Is there an Incumbent? If yes, who is the Incumbent and the contract amount the incumbent is holding?
- A.1:** Yes, The incumbent, BENI sarl. The requirements for the new contract are sufficiently different from the current contract that providing the amount of the current contract would not be helpful for prospective contractors to use as a starting point for pricing.
- Q.2:** Section J, Exhibit B, Government Furnished Equipment says: "All equipment to remove property, including forklifts and dollies."
- a. Do we expect the contractor to provide transportation for furniture? Box Truck requirement?
 - b. Do we expect the contractor to use company vehicle for delivery of office supplies and emergency deliveries?
- A.2:**
- a. No
 - b. No
- Q.3:** Do we expect the contractor to provide all consumable cleaning and warehouse supplies, for example furniture and rug upholstery cleaning machine, Gloves, box cutters for opening packages, brooms, mops, rags and cleaning chemicals.
- A.3:** NO. But contractors are expected to supply uniforms and safety equipment such as safety shoes and gloves, for the laborers.
- Q.4:** Pricing - How will the government evaluate price if one company offers pricing based on minimum staffing suggested and a second company offers the higher level of staffing to ensure best operational levels that would be best value to the government but higher price?
- A.4:** Contract states there is a high season and a low season. We expect that companies supply about 8 laborers during low season and 12 laborers during high season. This should be taken into account when making offers.
- Q.5:** Staffing - Should all staffing be employees of the company with no subcontractors as stated in the temporary services sections?
- A.5:** The work shall be performed by trained employees of the Contractor, and shall not be subcontracted.

Q.6: Are Shipping containers provided by the government? if so, do we need a crane to load and unload. If the containers should be world rose property are they to be removed from shipping trucks during the loading and unloading?

A.6: Contractor will not need to provide shipping containers or cranes.

Q.7: WRC is currently in process of getting Morocco license - can we still bid on this contract and provide the license upon the award?

A.7: Contractors shall provide evidence of possession or status of application for permits, licenses, and appointments to the Contracting Officer with their proposals.

Q.8 We have determined that the labor force should consist of 14 men, do you have any suggestions?

A.8: Contract states there is a high season and a low season. We expect that companies supply about 8 laborers during low season and 12 laborers during high season. This should be taken into account when making offers.

Q.9: Is this considered moving services contract?

A.9: Yes.

Q.10: Section L.1.1.2.(2): Evidence that the offeror operates an established business with a permanent address and telephone listing. Does this referred to office in Morocco or USA?

A10: Address in Morocco.

A.11: Should the pricing table be included in the technical volume?

A.11: No.

Q.12: Are vehicles required or the Embassy will provide that?

A.12: The Embassy will provide vehicles.

Q.13: What is the embassy preference on the location of the office Rabat or Casablanca?

A.13: No preference.

Q.14: Is DBA insurance required for this solicitation?

A.14: Yes.

Q.15: Is this a new contract or a recompetete?

A.15: Recompetete.

Q.16: If this is a recompetete, are there any changes in the new contract from the current/previous one?

A.16: Changed from IDIQ to a fixed price contract.

Q.17: Is it the intention to have the contractor's employees at the warehouse all the time during the operations hours (08:00 – 17:00)?

A.17: Yes.

Q.18: Is the certificate of insurance required with the proposal submission or after award?

A.18: It should be provided after contract award.

Q.19: Section F.5 (page 18) refers to Section I.6. Did the government intend Section I.3? Section I.6 doesn't exist with the RFP.

A.19: It's Section I.3.

Q.20: Will the government provide an office space (desk, phone, computer, etc.) to the program manager?

A.20: No. Program Manager will not be on site.

Q.21: Section H.4 (a) mentioned Bonds. Are Bonds required for this solicitation?

A.21: No.

Q.22: Section L.1.1.2 (3) refers to the list of clients. Could you please specify the minimum/maximum number of clients?

A.22: There is no minimum/maximum

Q.23: Do you require only labor services or other services, i.e. transport and storage?

A.23: Only Labor

Q.24: The contract states monthly pay and overtime:

- a. The monthly pay: will this be affected in case of involuntarily absence and of American/Moroccan holidays?
- b. Overtime: The law stipulates an addition of 100% for the hours worked on Sundays and public holidays, and an addition of 50% and 25% for after work hours. Which rate can we apply to fix the price?

A.24:

- a. Monthly pay is fixed
- b. You can propose what you want for the contract. The laborers are the contractor's employees and therefore it is the contractor's responsibility to follow the Moroccan law for their salary. The bid should reflect this or the costs can be absorbed in the administrative costs.

Q.25: The contractor has a responsibility in many clauses under this contract, However the contractor is not present and doesn't manage the work, so how can the contractor take this responsibility?

A.25: The contractor should be in direct contact with the warehouse supervisor to follow on the labor's work performance. Also, the contractor will be contacted by the warehouse supervisor in case of absence or other issues.

Q.26: Shall the contractor provide a supervisor?

A.26: No. The laborers are supervised on a daily basis by the warehouse supervisor.

Q.27: Please provide more explanation about the clauses below:

1. C.3.1.1 The Contractor shall follow schedules provided by the COR and/or the Embassy Warehouse Supervisor. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the COR shall provide the contractor with a detailed plan of the personnel to be used and the timeframe to perform the service.
2. C.3.1.2 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.
3. C.3.1.3 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.

A.27:

1. The warehouse supervisor will meet with the team every morning and provide the schedule for the day based on customer requests. When available, weekly schedules will be provided on Mondays.
2. The contractor can perform visits to the warehouse to check on their labor.
3. For example, if the Embassy requests 12 laborers and the contractor only provides 8, they cannot assume they can charge overtime for the 8 laborers to make up for the 4 missing laborers. Contractor must provide the requested number of laborers.

Q.28: It is stipulated in the contract that the work start at 8:00am to 5:00pm. Is there a lunch break?

A.28: There is a one hour lunch break.

Q.29: Friday is day of prayer in Morocco, so 1 hour lunch and 1 hour for prayer should be mentioned in the contract.

A.29: There is a one hour lunch break on Friday.

Q.30: Nothing is mentioned in the solicitation regarding Ramadan working hours and Workload. Would it be possible to include this in the contract?

A.30: Contractors will be required to work 6 hours a day during Ramadan. The monthly rate will stay the same.

Q.31: If a reduction in the monthly price during the month of Ramadan is predictable, it must be specified in the contract.

A.31: Please see above answer.

Q.32: The law authorizes some leave in case of parents' death, birth, marriage, etc.. Will these days be deducted from the fixed monthly price?

A.32: The fixed price will remain the same. The Contractor will be expected to provide the requested number of employees during the specific months.

Q.33: In case of a modification of the law concerning the minimum wage hourly rate, will the Embassy do the price adjustment?

A.33: No. This is a firm fixed price with labor hours, so it would be up to the vendor to issue a proposal against the going rates and historical changes. No adjustment should nor can be given.

Q34: Concerning the price to multiply by 12, is it the average for both seasons?

A34: Yes. It is a fixed price so the contractor will be paid the same amount each month.

Q.35: What are the main tasks of the laborers?

A.35: Please see details in Section C of the solicitation.

Q.36: Should the laborers be at the warehouse full time?

A.36: Yes, the reporting place is at the warehouse.

Q37: What about the pricing matrix, Is it monthly flat rate?

A.37: Yes and you should do fair pricing for each month. You should do estimations between the high season and the low season.

Q.38: Is there a minimum requirement for salaries?

A.38: You should follow Moroccan Labor Law as these are your employees.

Q.40: Do you have specific requests for laborers selection?

A.40: You should know how to select your employees based on our requirements.

Q.41: In a prime-subcontractor relationship, would you accept past performance from the subcontractor?

A.41: No.

Q.42: In a JV relationship, the solicitation requests, the JV partner's financials and JV Agreement that must adhere to all local laws and regulations. Could you please clarify what specific laws and regulations you intended here?

A.42: A certified JV agreement by the Moroccan authorities.