

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE <u>1</u> OF PAGES <u>11</u>
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 12/8/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) <i>Amendment</i>	
6. ISSUED BY Defense Supply Center Philadelphia Directorate of Subsistence 700 Robbins Ave. Phila., PA 19111-5092 Dennis Strolle, Contract Specialist/215-737-5349	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X) 9A. AMENDMENT OF SOLICITATION NO. SP0300-03-R-4034	
			(X) 9B. DATED (SEE ITEM 11) 10/31/03	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offer 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 1 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)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- (X) 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.
- B. 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:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Requirements for: Prime Vendor Latin America

Continued on page 2.

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 AND TITLE OF CONTRACTING OFFICER (Type or print)		
Gina Vasquez			
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

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The following solicitation changes are made and the following issues are clarified based on the pre-proposal conference conducted at Manta, Ecuador on Wednesday, November 19, 2003.

- 1) Page #3, "Facsimile offers are not acceptable", Can offers be sent through electronic mail (email)?

E-mailed offers are not permitted.

- 2) Page # 11, "the awardee under the solicitation SP0300-03-R-4034 must be able to support customers throughout Latin America", Please confirm if it includes all countries mentioned in ZONE 1 - Operational Deployment Areas, Page #48?

Contractors are required to have the ability to deliver anywhere within Latin America, see revised page 11, attached.

- 3) Page #15, Mandatory Food Items / MUSIC ITEMS, Please confirm if Foreign companies are also requested to obtain Mandatory Food Items from the sources mentioned in the solicitation.

All offerors are required to obtain the specific Mandatory/Music food items from the sources outlined on page 15, of the solicitation.

- 4) Page # 20, Agreement of Cooperation with Government of Ecuador, "Under the terms of this Agreement, any equipment, products, materials, supplies, and other property imported into or exported from the Republic of Ecuador by or on behalf of the United States Government in connection with this Agreement are exempt from all import and export procedures, duties, direct or indirect taxes, and other charges leviable in the Republic of Ecuador". We need to have a copy of this Agreement in order to ask Ecuadorian Authorities to confirm in Advance procedures to be followed under the terms of this agreement as well as to confirm that no duties, direct or indirect taxes, and other charges leviable will be applied for all products received under this solicitation. This is urgently required before the submission of the proposal.

The English and Spanish version of the Agreement of Cooperation with the Government of Ecuador is attached.

- 5) Page # 22, Transportation", It is mentioned that DSCP will ensure the necessary arrangements for Ocean Transportation, booking and freight forwarding to the Prime Vendor's OCONUS distribution facility. To receive products at OCONUS Prime Vendor's distribution facilities, and later on to deliver these to DSCP's Customers, Customs procurements will be required. These will include expenses different from Transportation (Customs procurements/Dues, Port Dues, etc.). Will DSCP authorized carrier / forwarder cover all these costs? Or will the prime vendor be required to pay these costs/expenses as part of its distribution services and consider these as part of its costs? Will these costs / expenses reimbursed?

The Government will be responsible for the costs of picking up the product from the prime vendor's distribution facility in CONUS and transporting the product to the prime vendor's distribution facility in OCONUS. The prime vendor will be responsible for the costs of delivering product from its OCONUS facility to the appropriate customers. These prime vendor costs should be reflected in the contractor's distribution fee.

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- 6) Page # 49, Contingency Capabilities, "(C.) The Prime Vendor must have the capability to support long-term operational deployment requirements at several delivery points in different geographical areas, providing direct delivery to a deployment site or intermediate staging base in the deployment zone." While delivery points are not mentioned and we understand that these can not be anticipated, it is also not possible to determine the distribution cost because we can not calculate the transportation cost to the final destination or deployment site (it may even be necessary to arrange air transportation). Will, in case of a Contingency, be the possibility to review /agree additional transportation costs other than usual transportation expenses from Prime Vendor's OCONUS distribution facility to delivery site of Customers at Manta, Quito and Guayaquil?

The distribution fees for the Deployment zone activity will be negotiated at the time the government deems necessary.

- 7) Page #61, "FAR 52.212-1 /k) Central Contractor Registration", Are non US Companies (Ecuadorian Companies) also required to comply with this instruction?

U. S. companies are the only companies required to comply with this requirement.

- 8) Page # 84, FAR 52.215.9002-Socioeconomic Proposal, Prime Vendor is required to Send with the Proposal a Socioeconomic Proposal detailing that small, disadvantaged and women-owned small business concerns will have equal opportunity to compete for sub-contracts under any resulting contract. Are foreign companies (Ecuadorian) also required to comply with this regulation? Same question is made also for Javits-Wagner-O'Day Act Entity Proposal and DLA Mentoring Business Agreement.

Foreign companies are except from submitting a formal subcontracting plan. However, all firms are required to complete submission requirements for socioeconomic considerations, Javits-Wagner-O'Day Act, and DLA Mentoring Business Agreement. These requirements are outlined on pages 135-140 of the solicitation.

- 9) Page # 117 through 130, Prime Vendor Schedule of Items, Units of Issue are LB, CN, CO, BX, BO, BG, CS, EA. In each Item it is mentioned an Estimated Quantity like in the Item 74 (Unit of Issue EA, Estimated Quantity 4,500) do we need to understand that DSCP wants a quotation for each Egg Roll (pork unit of 3 oz)? And the estimated total requested will be 4,500 Egg Rolls of 3 oz ea? A further clarification regarding Units of Issue, Estimated Quantity will be appreciated.

Contractors are requested to submit offers based on the stated unit of issue on pages 117 - 130, example:

Item 74, Egg Rolls

The Government estimates the customer's annual usage for this item will be approximately 4500 units, 3 oz. egg rolls.

The contractor is requested to provide an offer for one 3 oz. egg roll. The government will than take price for the 3 oz. egg roll and multiple it by estimated usage quantity of 4500 units to obtain a snap shot of the contractor's cost for this item.

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- 10) In the Chapter " Supplies / Services and Pricing", Section Three "Estimated Value / Guaranteed Minimum", it is mentioned: "B. The guaranteed minimum for each zone will be twenty-five (25%) of the zone's estimated dollar per contract period..."

The question is, how this minimum is guaranteed? What will happen if for any reasons beyond the DSCP and Customers, the actual value of the acquisitions per contract period is lower than this 25%?

If the 25% guaranteed maximum is not met, the contractor may submit a claim to the DSCP Contracting Officer.

- 11) Is it possible to start operations and qualify for your physical inspections at one location here in Guayaquil and later on moves our operations to Manta?

The operating location submitted with the firms original offer would be the location that will be contractually binding. If you wish to change your plant location after award, you may submit this request to the DSCP Contracting Officer for approval.

- 12) Will the Prime Vendor for Ecuador be considered an unit of the FOL or and FOL (in Spanish COA, Centro Operativo de Avanzada)?

Yes. The Prime Vendor should be considered a FOL.

- 13) If the Primer Vendor will be an FOL or an unit of the FOL, then the imports can be done under the name of the Prime Vendor as the "importer" and in this way be able to make use of the benefits of the Agreement as being exempted from import procedures and import duties; please confirm. We infer this will be affirmative from reading the points 1 and 2 of the Article 9 of this Agreement, however, it will be necessary that the corresponding Office of the United States inform the Ecuadorian authorities including Customs (CAE, Corporacion Aduanera Ecuatoriana) authorities about the new assigned or named FOL or unit of the FOL (Prime Vendor).

The Ecuadorian authorities will be notified that the selected PV should be considered an FOL in accordance with the terms of the Agreement.

- 14) If the Prime Vendor is neither an FOL nor an unit of the FOL, then the imports must be made under the name of the Base of Manta, otherwise the American Embassy or the corresponding authorities of the Base of Manta would have to inform the local Customs authorities that the imports by the Prime Vendor should be treated as the imports for the Base of Manta and in this way, to have the exemptions for imports. Please confirm.

N/A

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- 15) Will the Prime Vendor be able to make the imports under its name? What about if the Prime Vendor is doing the import with a letter of credit? (As you know, when an importer uses a bank's letter of credit, the import documents, including the import permit, must come under the name of the bank). What you have contemplated for this situation?

The Government is looking to award a contract to an experienced subsistence logistics provider for the Western Hemisphere who will be able to meet our performance requirements. As such, we expect the offerors to propose a plan to meet these requirements. How an offeror plans to meet our requirements is up to them. We do not dictate any preferred methodology nor do we indicate any particular preference. What an offeror proposes, compared to what others' propose, will distinguish the winning proposal.

- 16) For Navy Ships, will wing pallets be required?

Yes.

- 17) Is the plant site visit date on the chart right? (1/12/03)

No. The chart has been changed to reflect the correct date of 1/12/04.

- 18) What is the tentative date of award?

The award is tentatively schedule for the end of March, early April.

- 19) Is it all right if we are ready 30 days after award ILO 60 days?

Yes.

- 20) Do we get socio-economic credit for doing business with small Ecuadorian firms?

Foreign companies are not part of the socioeconomic programs. However, Ecuadorian prime contractors would get credit for the use of small/small disadvantaged U.S. food manufacturers for the solicitation's socioeconomic factor.

- 21) We are partners with a Prime Vendor in Ecuador. Can we get power of attorney to negotiate?

The contractor may designate up front their authorized negotiator.

- 22) How often would deliveries for the exercises be?

The estimated deliveries for exercises will be once or twice a month.

- 23) What is the date for the Market Basket?

Two weeks prior to closing.

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24) Can we get a higher minimum if we offer lower prices?

Probably not since this is a new acquisition.

25) Explain the shipping scenario.

DTS will pick up product at American warehouse, bring product to port, ship it overseas and deliver to the Ecuadorian warehouse, all at Government expense. If there is a problem in transit it is between the Prime Vendor and DTS.

26) Can we get copies of the agreements between the 2 Governments?

If and when we are able to release these documents, they will be included in an additional amendment to the solicitation.

27) Who pays any customs fees or duties?

Under the current agreement between the United States and the Ecuadorian Government, the product will enter the country duty free.

28) Does an Ecuadorian firm need a TIN number?

No.

29) Are payments made to a U.S. bank?

Yes.

30) Who pays the taxes incurred back to the Prime Vendor?

In the event that the product is taxed, the Prime Vendor will be reimbursed by the Ecuadorian Government as stated in the agreement between the U. S. and the Ecuadorian Government.

31) Not too many specifics were given regarding the exercises.

The awardee will be given advance notice regarding exercises.

32) What about product covered by NAPAS?

Do not use NAPA prices in offer. We will apply after award.

33) What happens if the President of Ecuador is deposed and a state of emergency is declared?

Reference Force Majeure, page 50 of the solicitation.

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- 34) Regarding the STORES requirements. Will the distributor in Ecuador be required to have a STORES capability or can this be CONUS based?

The distributor in Ecuador would not be required to have EDI capability but the Prime Vendor who received the order in CONUS would then be responsible for getting the order to the distributor.

- 35) Will the customers in Ecuador be placing orders through DSCP to the PV using STORES?

The customers will be using either CFS, or STORES Web to place their orders. All CFS orders and STORES Web orders originate from DSCP (STORES Web). All EDI vendors will receive their orders through an EDI 850 (Purchase Order) transaction.

- 36) Refrigeration and Freezer storage capability. Will DSCP accept the use of containerized refrigeration and storage at the distributor's location in Ecuador, either initially or on a more permanent basis?

How an offeror plans to meet our requirements is up to them. We do not dictate any preferred methodology nor do we indicate any particular preference. What an offeror proposes, compared to what others' propose, will distinguish the winning proposal.

- 37) Please clarify that prices for the Prime Vendor Market Basket starting on page 117 are to be entered based on the stated unit of issue, i.e. LB (pounds) for meats, PG (package) for Item 44 (Sliced American Cheese), CN (can) for canned vegetables, etc. CO (container) for frozen vegetables, BX (box) for Brownie Mix, etc., EA (Each) RATHER than the commercial packaging/cases that these items are packed and sold.

Contractors are asked to submit pricing on the unit of issue stated in the solicitation.

- 38) For Distribution Prices, the Category List on page 116 calls for Distribution Prices to be entered by how the product is sold, i.e., by the case. Do you want another column added that indicates the case pack or pound? We believe that companies responding will interpret this differently.

Contractors should submit case prices when completing the Distribution price category list on page 116, unless, the item is a catch weight. For catch weight items, prices may reflect pounds.

- 39) It is noted that some items unit of issue are EA (Item 68 for rolled oats 1.9oz. cup, Item 70 for a 3/4oz. individual pack of Peanut Butter, Item 74 a 3 oz Egg Roll, etc.), rather than the commercial case pack. We can do the math to comply, but is this what you are looking for to compare "apples to apples".

Clarification on the unit of issue:

Items & Unit of Issue (U/I)
Item 44 U/I PG
Item 48 U/I CN
Item 49 U/I CN

Contractor should submit offered prices based the following unit of issue:
PG = 5 lb. pg.
CN = 1 unit - number 10 size can
CN= 1 unit – 32 oz. container

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Clarification on the unit of issue (cont'd):

<u>Items & Unit of Issue (U/I)</u>	<u>Contractor should submit offered prices based the following unit of issue:</u>
Item 50 U/I CN	CN= 1 unit - number 10 size can
Item 51 U/I CO	CO= 48 units
Item 52 U/I CO	CO=2.5 lb.
Item 53 U/I CO	CO=30 lbs. (individual patties, 2 oz. each)
Item 54 U/I CO	CO=2 lb.
Item 55 U/I CO	CO=4.5 lbs. (6 in a case)
Item 58 U/I BG	BG=50 lb.
Item 59 U/IBX	BX= 5-6 lb. (6 boxes in a case)
Item 60 U/I BX	BX =216 boxes (individual box weighs 1.5 oz. each)
Item 61 U/I PG	PG=1 package (each package contains 8 rolls)
Item 62 U/I BX	BX=5 lb. box
Item 64 U/I BG	BG=25 lb. bag
Item 66 U/I BG	BG= 10 lb. bag
Item 67 U/I BG	BG=5 lb. bag
Item 68 U/I EA	EA=1 unit - 1.9 oz.
Item 69 U/I BG	BG= 50 lb. bag
Item 70 U/I CO	CO=200 units (each unit weighs 3/4 oz.)
Item 71 U/I CN	CN=1 unit - 49-51 oz. can
Item 73 U/I CN	CN=1 unit - 6-3/4 lb. can
Item 74 U/I EA	EA= 1 unit - 3 oz. ea.
Item 75 U/I CO	CO = 4 lb. co.
Item 76 U/I CO	CO=35 lbs.
Item 77 U/I CN	CN=1 unit - number 10 size can
Item 78 U/I EA	EA= 1 unit - 1.5 oz. pg.
Item 79 U/I CO	CO= 1 unit - 59.oz.
Item 80 U/I CN	CN=1 unit - 12 oz

- 40) Page 46, 4. Point of Delivery, H. Minimum deliveries for the U.S. Embassy in Quito is changed to once a month and Manta AFB, specific delivery days are deleted (Monday, and Thursday).
- 41) Delete pages 11 and 48, insert with revised pages, see attached.
- 42) Page 12, 3. Estimated Value/Guaranteed Minimum, A. Delete reference to "Zone 1."
- 43) Page 51, 2. Invoicing. Add: 8. All invoices must be written in English.
- 44) Page 80, Clause 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub.L. 107-248) is incorporated by reference.
- 45) Page 97, Structured Plant Site Visit, second paragraph, 3rd line, delete "five."
- 46) Page 99, Factor I, Corporate Experience/Past Performance Add to Note, last sentence: "However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity."

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- 47) Page 112, E. Surge/Mobilization/Readiness, 1. Surge. Discuss in detail your ability to react to surge demands that may double or triple, or experience in supporting surge demands that may have occurred, as a result of the increase in troop strength.
- 48) Delete all reference throughout the solicitation to "Zones" and "Zones 1, 2, 3, and 4."
- 49) The DSCP Pre-Proposal sign-in sheet, charts, and Agreement between the U. S. and the Ecuadorian Government (English and Spanish versions) are attached.
- 50) Solicitation Mailing List Application, SF 129 is attached - Please complete and return the attached form with your offer.
- 51) **The closing date for the above referenced solicitation is extended to December 29, 2002, 2:00 p.m., local Philadelphia time.**
- 52) All other terms and conditions of the solicitation remain unchanged.

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SUPPLIES/SERVICES AND PRICES

1. GENERAL INFORMATION

This solicitation is for the Defense Supply Center Philadelphia (DSCP) to establish Indefinite Quantity/Indefinite Delivery type contract to provide food and non-food products to the Military and other authorized customers of the Defense Logistics Agency (DLA) for Latin America. DSCP currently possess requirements for the customers identified below; therefore, the awardee will only be required to service these customers at time of award (See page 11, 2. Current Customers). However, the awardee under this solicitation must have the ability to support customers throughout Latin America. DSCP will determine which customer(s) the Prime Vendor shall service in the Operational Deployment Area on a case by case basis (See page 48, C. Operational Deployment Areas). An Indefinite Quantity Contract (IQC) provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor. This solicitation will have a one-year base period, and up to four one-year options.

The Government reserves the right to, at a future date, to issue Perishable Blanket Purchase Agreements (BPAs) to accompany the Prime Vendor award.

A Prime Vendor under this solicitation is defined as a full line food service distribution company that is capable of supplying all of the following categories:

- A. All chilled products
- B. Frozen fish, meat and poultry
- C. Other Frozen foods (fruits, vegetables, prepared foods, etc.)
- D. Frozen Bakery Products
- E. Semi Perishable foodstuffs
- F. Beverage base & juices (for Dispensers)
- G. Beverage and Juices Non-Dispenser
- H. Non-Food Items

2. CURRENT CUSTOMERS

The current customers as well as the estimated annual total purchase of Subsistence items are listed below and on the following page. Actual delivery points for each of these customers are listed within the section entitled "*Deliveries and Performance*" – '*Point of Delivery*' of this solicitation.

At this time, the delivery point for the U.S. Consul, Guayaquil, Ecuador has been deleted.

INSTALLATIONS	ESTIMATED ANNUAL TOTAL PURCHASES
Manta Air Force Base, Manta Ecuador	\$2,125,000.00
U.S. Embassy, Quito, Ecuador	\$ 250,000.00
Navy Ships, Manta, Ecuador	\$ 500,000.00
Coast Guard Ships, Manta, Ecuador	\$ 125,000.00
ESTIMATED TOTAL DOLLAR VALUE	\$3,000,000.00

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DELIVERIES AND PERFORMANCE

10. CONTINGENCY REQUIREMENTS

A. **SURGE** – The contractor must have the capability to handle large demand increases for short periods of time with very little lead-time. This may be required at various times throughout the term of the contract. This may be due to changes in world events or unscheduled arrival of ships or troops and may occur with only a few hours notice. The order requirements on a given day may be doubled or triple the normal requirements for that day in a normal business mode. These surges in demand may be impossible to anticipate. Pricing constraints for items furnished in this fashion shall be the same as those routine, non-surge orders.

B. **MOBILIZATION** -- The capability to handle full-scale military mobilization or national emergency where-in consumption could easily double or triple the case requirements at any site for a protracted period must also be provided for. The offeror must develop a readiness plan outlining how they would meet this increased workload by, for example using additional suppliers, subcontractors, etc. As with surge support, pricing constraints for items furnished in this fashion shall be the same as those for routine, non-mobilization orders. Additionally, due to the unique location of this area, your readiness plan should address the ability to move product from the U.S. to South America in case of a large surge in demands or other emergency-type situations.

C. **OPERATIONAL DEPLOYMENT** – Military buildup of troops in one or more areas identified below for an unspecified period of time with not less than 30 days notice wherein demands may increase up to 600% over estimated demands.

OPERATIONAL DEPLOYMENT AREAS

PANAMA	GUATEMALA	MEXICO	CUBA*
COLOMBIA	BELIZE		BAHAMAS*
VENEZUELA	HONDURAS*		JAMAICA
GUYANA	EL SALVADOR		HAITI
BRAZIL	NICARAGUA		DOMINICAN REPUBLIC
SURINAM	COSTA RICA		BERMUDA
FRENCH GUIANA			ST. CHRISTOPHER-NEVIS
PERU			ANTIGUA
BOLIVIA			DOMINICA
CHILE			MARTINIQUE
ARGENTINA			SAINT LUCIA
PARAGUAY			SAINT VINCENT
URUGUAY			GRENADA
FALKLAND ISLANDS			TRINIDAD & TOGABO
ANTARTICA			CAICOS & TURKS
			ANGULLA
			MONTSERRAT
			GAUDELOUPE

*If a platform or warehouse is required in country for Cuba, the Bahamas, or Honduras, all food support would be provided by this acquisition. All food support from any other DSCP contract would cease.

ATTACHMENT 1

SOLICITATION MAILING LIST APPLICATION

1. TYPE OF APPLICATION

INITIAL

REVISION

2. DATE

OMB NO.: 9000-0002

Expires: 10/31/97

NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instructions.

Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0002), Washington, DC 20503.

3. SUBMIT TO	a. FEDERAL AGENCY'S NAME			a. NAME		
	b. STREET ADDRESS			b. STREET ADDRESS	c. COUNTY	
	c. CITY	d. STATE	e. ZIP CODE	d. CITY	e. STATE	f. ZIP CODE
5. TYPE OF ORGANIZATION (Check one)				6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different from Item 4)		
<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> NON-PROFIT ORGANIZATION		b. STREET ADDRESS	c. COUNTY	
<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF:		d. CITY	e. STATE	f. ZIP CODE

7. NAMES OF OFFICERS, OWNERS, OR PARTNERS		
A. PRESIDENT	B. VICE PRESIDENT	C. SECRETARY
D. TREASURER	E. OWNERS OR PARTNERS	

8. AFFILIATES OF APPLICANT		
NAME	LOCATION	NATURE OF AFFILIATION

9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)		
NAME	OFFICIAL CAPACITY	TELEPHONE NUMBER
		AREA CODE NUMBER

10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instructions, if any)

11A. SIZE OF BUSINESS (See definitions on reverse)	11B. AVERAGE NUMBER OF EMPLOYEES (including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS	11C. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS
<input type="checkbox"/> SMALL BUSINESS (If checked, complete item 11B and 11C)	OTHER THAN SMALL BUSINESS	\$
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)	13. TYPE OF BUSINESS (See definitions on reverse)	
<input type="checkbox"/> DISADVANTAGED BUSINESS	<input type="checkbox"/> MANUFACTURER OR PRODUCER	<input type="checkbox"/> CONSTRUCTION CONCERN
<input type="checkbox"/> WOMAN- OWNED BUSINESS	<input type="checkbox"/> SERVICE ESTABLISHMENT	<input type="checkbox"/> SURPLUS DEALER
14. DUNS NO. (if available)		15. HOW LONG IN PRESENT BUSINESS?

16. FLOOR SPACE (Square feet/M ²)		17. NET WORTH	
A. MANUFACTURING	B. WAREHOUSE	A. DATE	B. AMOUNT \$

18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)				
FOR	TOP SECRET	SECRET	CONFIDENTIAL	c. NAMES OR AGENCIES GRANTING SECURITY CLEARANCES
A. KEY PERSONNEL				
B. PLANT ONLY				
d. DATES GRANTED				

The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.

19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)

20. SIGNATURE

21. DATE SIGNED

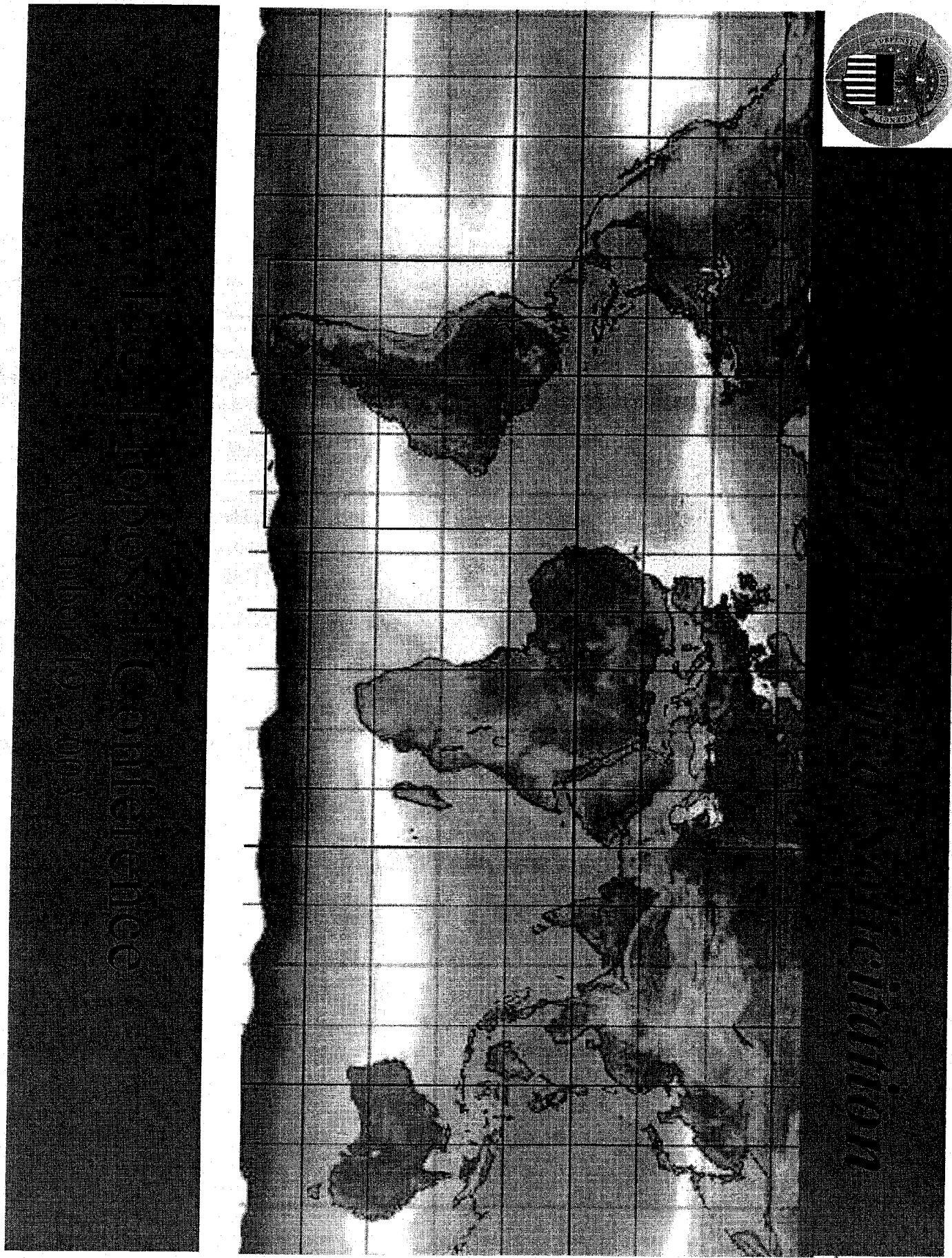
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)

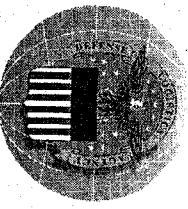
ATTACHMENT 2

Pre-Proposal Conference Attendees

Apollo International	Alberto Morales Jaime Leroux Dante Jordan Gabriela Ycaza	alberto.morales@iss-shipping.com jleroux@interactive.net.ec apollo-callao@terra.com.pe jleroux@interactive.net.ec
Trebol Verde Hotels & Food Services	Federico Perez Gustavo Darquea Joseph Montgomery	federico.perez.wha3@wharton.upenn.edu gad3@georgetown.edu jmontgomery@eolnet.net
Sysco Jacksonville	Walter Rudisiler Ben Strickland	rudisiler.walter@jax.sysco.com strickland.ben@jax.sysco.com
Professional Contract Admin.	Andrew Bunch	ab0999@aol.com
South Bay/Sysco Central Florida	Jon Philbrick	captbucko@perfectionseafood.com
Mardex	Juan Bencricasa Otto Schwarz	
The Laitco Group	Marlene Montesinos Cesar Macias	marlene@laitco.com
Ship Supply	James Athos	jimmy@shipsup.com
Marco Marchan Distrib.	Marco Marchan Ricardo Nath	mmarchan@interactive.net.ec raxnath@yahoo.com
Independent Systems Inc.	Patricio Flores	patoflo@yahoo.com
Tradinter S.A.	Edmundo Prioto	eprieto@tradinter-ec.com
Logistica S.A.	Douglas Hernandez Armando Baquerizo Maria Jose Lopez	dhv@ecua.net.ec logistica@gye.satnet.net logistica@gye.satnet.net
US Foodservice	James Diaz	james.diaz@usfood.com
Rocalvi	Roberto Calderon	rcalderon@rocalvi.grcal.com

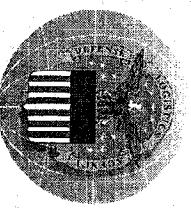
ATTACHMENT 3





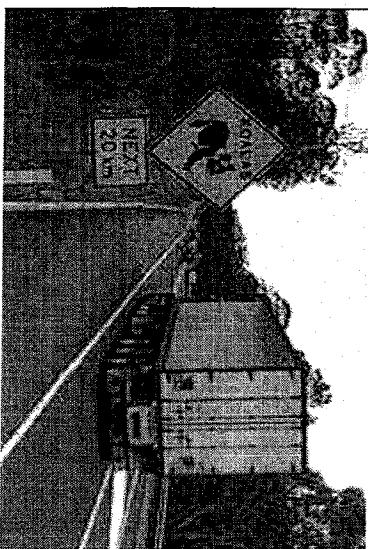
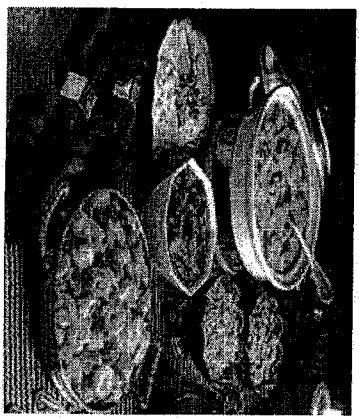
OVERVIEW

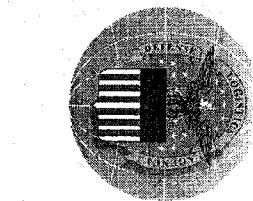
- Welcome address
- Introduction and Review
 - ✓ Prime Vendor Process
- Solicitation
 - ◆ Overview
 - ◆ Requirements
- Trade-Off Source Selection Process
- Questions and Answers



Prime Vendor *What it Does.....*

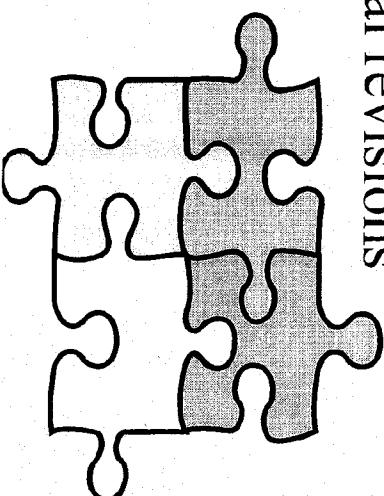
- Uses a single, full-line commercial food distributor to deliver straight to the customer's facility
- Orders using Electronic Commerce methods
- Contracts are tailored to meet customer needs
- Provides fresher product

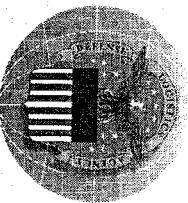




Prime Vendor Acquisition Process

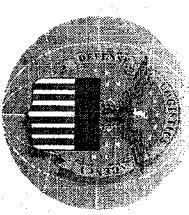
- Solicitation preparation
 - Issue solicitation – 10/31/2003
 - Pre-proposal conference – 11/19/2003
 - Amendment to solicitation
 - Closing date – 12/17/03
- Begin evaluations
 - ♦ Business panel
 - ♦ Technical panel
 - Structured plant site visit 1/12/2004
- Negotiations/Revised offers/Final proposal revisions
- Award





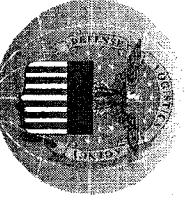
Solicitation Overview

- First time acquisition for Ecuador
 - ◆ Unrestricted
- One year base period w/4 – one year options
- Estimated annual dollar value = \$3M
- Guaranteed minimum – 25% of est. dollar value per contract period (\$750,000)
- Firm fixed price/Indefinite delivery contract
- Contract required fill rate 98%



Solicitation Requirements

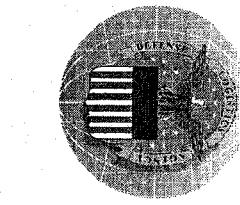
- Contract authority
- Contract implementation/Effective period
- Contingency plan
- U. S. product from sanitarily approved plants
- EDI capability
- Monthly Management reports
- Contract clauses, representations, certifications
- Subcontracting plan



Prime Vendor

Trade-off Source Selection Process

- Trade-Off Source Selection Procedures
 - ◆ Technical is more important than Price
 - ◆ Price becomes more important when technical proposals are equal
- Submission requirements
 - ◆ Three required written volumes:
 - ★ Technical proposal
 - ★ Cost or Price proposal
 - ★ Socioeconomic proposal



Prime Vendor

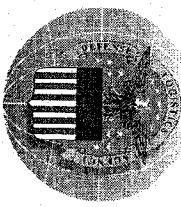
Trade-off Source Selection Process

■ Technical proposal (non-price factors):

◆ Written technical requirements:

- ♦ Factor I – Corporate Experience/Past Performance
- ♦ Factor II – Distribution System/Quality Assurance
- ♦ Factor III – Force Protection
- ♦ Factor IV – Customer Support

◆ Structured Plant Site Visit



Trade-off Source Selection Process

Prime Vendor

■ Cost or Price Proposal:

1. Schedule of items pricing

- Price evaluation of top core items
 - Pricing to include all option years

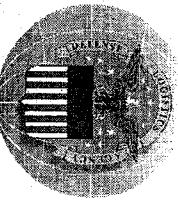
2. Product listing

- Current commercial catalog

3. Procurement pricing plan

- Vendor's pricing procedures
 - Not rated – for verification purposes



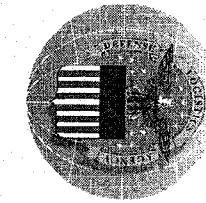


Prime Vendor

Trade-off Source Selection Process

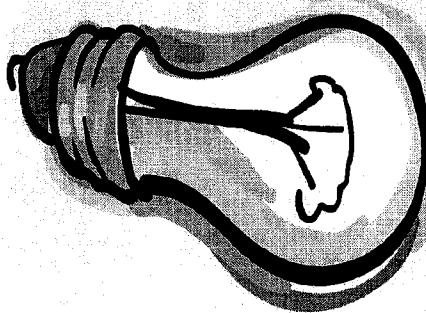
■ Socioeconomic proposal (non-price factors):

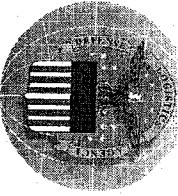
- ◆ Factor V - Socioeconomic Considerations
- ◆ Factor VI - Javits-Wagner-O'Day (JWOD)
- ◆ Factor VII - DLA Mentoring Business Agreements (MBA)



Remember....

- SF 1449
- Certifications and representation
- Written submission requirements
- Corporate experience chart
- Option pricing
- Subcontracting plan





Points of Contact

Points of contact:

Lenore Giorgianni, Program Manager

Lenore.Giorgianni@dla.mil, 215-737-3331

Gina Vasquez, Contracting Officer

Gina.Vasquez@dla.mil, 215-737-7530

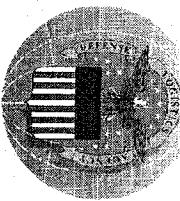
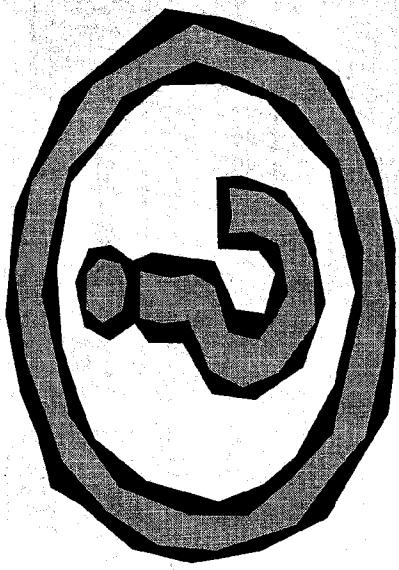
Joan Hewes, Account Manager

Joan.Hewes@dla.mil, 215-737-3678

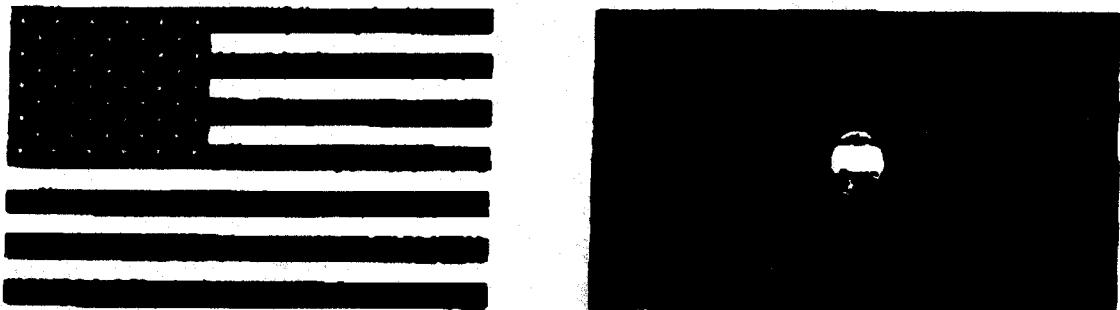
Dennis Strolle, Contract Specialist

Dennis.Strolle@dla.mil, 215-737-5349

Any Questions ????



Attachment 4



**AGREEMENT OF COOPERATION
BETWEEN
THE UNITED STATES AND ECUADOR
CONCERNING
UNITED STATES ACCESS TO AND USE OF
INSTALLATIONS AT THE
ECUADORIAN AIR FORCE BASE IN MANTA**

NOVEMBER 12, 1999

Agreement of Cooperation
Between
the Government of the United States of America and
the Government of the Republic of Ecuador
Concerning
United States Access to and Use of Installations at the
Ecuadorian Air Force Base in Manta for Aerial Counter-Narcotics Activities

For the purpose of intensifying international cooperation for aerial detection, monitoring, tracking and control of illegal narcotics activity, as called for in international legal and political instruments, such as the Convention of the United Nations of 1988 against the Illicit Traffic in Narcotic Drugs and Psychotropic Substances, the Action Plan of the Summit of the Americas of 1998; the Hemispheric Anti-Drug Strategy and applicable counter-narcotics bilateral agreements in force;

Conscious of the need to advance in the fight against the illicit traffic of narcotics and sharing responsibility for insuring that all aspects of the phenomenon are approached in a unified and balanced manner, taking into account their respective available strengths and national resources;

Concerned by the noxious effects that illicit drugs have on their economies, ethical values, public health, as well as on their political and social structure and the stability of their democratic institutions;

Considering that one of the fundamental missions of the Ecuadorian Air Force is the control and vigilance of the air space of the nation's territory, and that the illegal activities of international narcotics trafficking constitute crimes and violate the air space of Ecuador;

Taking into account the existing bilateral cooperation between Ecuador and the United States in this international endeavor and, in particular, the interim Agreement concluded on April 1, 1999 to facilitate access to and use of the installations of the Ecuadorian Air Force in Manta for the activities of aerial detection, monitoring, tracking and control of illegal narcotics trafficking operations;

Recognizing that, in support of this joint strategic effort to advance international cooperation in the suppression of illegal narcotics activity, the United States of America continues to commit significant national resources to this endeavor;

Desiring to establish the terms and conditions for greater long-term collaboration between Ecuador and the United States to strengthen their common purposes in this matter; the Government of the United States of America and the Government of the Republic of Ecuador (hereinafter "the Parties") hereby agree as follows:

Article I (Definitions)

For purposes of this Agreement:

- 1. "United States personnel" shall refer to the military and civilian personnel of the United States Government who are present in Ecuador in connection with this agreement.**
- 2. "Military personnel" shall refer to members of the United States Armed Forces who are present in Ecuador in connection with this agreement.**
- 3. "Civilian personnel" shall refer to civilian employees of the United States Government who are present in Ecuador in connection with this agreement.**
- 4. "Forward Operating Location (FOL) entities" shall refer to business organizations and individuals, and their employees, that have entered into contracts with the United States Government in connection with this agreement.**
- 5. "Dependents" shall refer to members of the families of United States personnel assigned permanently to the Ecuadorian Air Force Base in Manta who form part of their respective households and who are not nationals of Ecuador.**
- 6. "Aircraft riders" shall refer to cooperating officials of the Ecuadorian Air Force or to representatives of third states who are invited to participate in aerial sorties to facilitate the performance of aerial counter-narcotics detection, monitoring, tracking and control missions in connection with this agreement.**
- 7. "Installations" shall refer to those structures and areas to which the United States is authorized access and use, pursuant to the terms of this agreement.**

Article II (Purposes of Agreement and Authorization)

For the sole and exclusive purpose of supporting aerial detection, monitoring, tracking, and control of illegal narcotics trafficking:

A. The Government of the Republic of Ecuador agrees to:

- 1. Allow United States personnel, their dependents, and FOL entities access to and use of the Ecuadorian Air Force Base in Manta as well as to the Port of Manta and related installations at or in the vicinity of Manta Air Force Base.**
- 2. Allow aircraft, vessels, and vehicles operated by or for the United States in connection with this agreement to use such air base, as well as ports and related installations at or in the vicinity of Manta Air Force Base.**
- 3. Facilitate the provision of information to the competent authorities of the United States of America for the purpose of contributing to the success of the aerial counternarcotics operations.**

B. The Government of the United States agrees, in accordance with applicable authorization, appropriation and other requirements, to:

- 1. Facilitate the provision of information to the Ecuadorian Air Force and other competent authorities of the Republic of Ecuador, to promote the purposes of this agreement.**
- 2. Construct or improve infrastructure at Manta Air Force Base to facilitate United States aerial counterdrug operations.**
- 3. Explore opportunities to enhance Ecuadorian and United States interoperability in aerial counterdrug operations.**

Article III (Interdiction Operations)

Interdiction operations in Ecuadorian territory are the exclusive responsibility of the Republic of Ecuador.

Article IV (Aircraft Flight and Overflight Procedures)

Aircraft operated by or for the United States in connection with this agreement are authorized to over-fly Ecuadorian territory and to land at and depart from the Ecuadorian Air Force Base in Manta. Such activities shall be in accordance with procedures as agreed by both Parties.

Article V (Command and Control Arrangements)

- 1. Operations by United States personnel shall be conducted pursuant to command and control arrangements between the competent authorities of the Parties.**
- 2. The Ecuadorian Air Force shall maintain control of all air traffic in Ecuador in connection with this agreement.**

Article VI (Respecting Local Laws)

United States personnel shall respect the laws in effect in Ecuador and shall abstain from any activity inconsistent with the purposes of this agreement. Authorities of the United States shall take the necessary measures to that end.

Article VII (Status of United States Personnel and Their Dependents)

- 1. The Government of the Republic of Ecuador shall accord to United States personnel and their dependents who are in Ecuador status equivalent to that provided to administrative and technical staff of the United States Embassy under the Vienna Convention of April 18, 1961.**
- 2. Said personnel shall not be immune from the civil and administrative jurisdiction of the Republic of Ecuador for acts performed outside the course of their duties. The authorities of the United States shall give sympathetic consideration to a request for a waiver of immunity in cases which the authorities of Ecuador consider to be of particular importance.**
- 3. In the event that Ecuadorian authorities temporarily detain any United States personnel or their dependents, the Ecuadorian authorities shall immediately notify the authorities in charge of United States operations under this agreement in Ecuador, and shall coordinate their prompt return to the pertinent authorities of the United States.**

Article VIII (Entry, Exit and Travel Documentation)

- 1. The authorities of the Republic of Ecuador shall permit United States personnel entry into and exit from the Republic of Ecuador solely with appropriate United States identification and with collective movement or individual travel orders. For the purposes of accreditation and issuance of appropriate documentation, the United States authorities shall notify the authorities of the Republic of Ecuador of the names of United States personnel permanently assigned to the Ecuadorian Air Force Base in Manta and their dependents. Such permanently assigned personnel and dependents shall require passports and visas.**

2. Similarly, Ecuadorian authorities shall authorize the entrance into and exit from the Republic of Ecuador for FOL entities of the United States on the basis of passports alone. Visas shall not be required. The authorities of the United States must provide Ecuadorian authorities with a list of the FOL entities.
3. The authorities of the Republic of Ecuador shall apply appropriate immigration procedures to facilitate the prompt entry and exit of United States personnel and their dependents, FOL entities, and aircraft riders arriving in and departing from Ecuador in connection with this agreement. Such personnel, dependents, FOL entities, and aircraft riders entering into and exiting from the Republic of Ecuador at the Ecuadorian Air Force Base in Manta shall be exempt from entry and exit fees or other departure taxes.

Article IX (Importation, Exportation, and Acquisitions)

1. The authorities of the Republic of Ecuador shall exempt from all import and export procedures, duties, direct or indirect taxes, and other charges leviable in the Republic of Ecuador any products, equipment, materials, supplies, and other property imported into or exported from the Republic of Ecuador by or on behalf of the United States Government in connection with this agreement.
2. Title to such property shall remain with the United States Government or its FOL entities, as appropriate. Such property may be freely transported out of the Republic of Ecuador or transferred to persons or entities within Ecuador who are entitled to the exemptions in Paragraph 1 of this Article. Persons or entities in Ecuador who acquire such property and are not exempt, shall pay all applicable fees, duties, taxes and other charges.
3. Personal baggage and effects of United States personnel and their dependents, or of FOL entities imported into, acquired in, used in, or exported from Ecuador shall be exempt from all import and export procedures, fees, duties, direct and indirect taxes, and other charges otherwise leviable in Ecuador.
4. United States personnel permanently assigned to the Ecuadorian Air Force Base in Manta, who are duly accredited by the Ministry of Foreign Relations, and their dependents, shall be exempt from any import and export procedures, fees, duties, direct and indirect taxes, and other charges, on their household effects.

5. In consideration of the Government of Ecuador's tax system and especially its application to the acquisition of goods and services in Ecuador by or on behalf of the United States Government in connection with this agreement, the Government of Ecuador, as its contribution to the overall counter-drug effort, agrees to establish an account for the purpose of providing administrative control, support, and relief from charges accruing to the United States Government under such system. The details of this contribution will be specified separately by the Parties.

Article X (Use of Installations)

The authorities of the Republic of Ecuador grant, without cost, to the United States, use of installations necessary for agreed activities, including construction activities, at the Ecuadorian Air Force Base in Manta.

Article XI (Forward Operating Location Entities)

1. The Government of the United States, in accordance with its authorization, appropriation, contracting, and other applicable laws and regulations, may award contracts for the acquisition of goods and services, including construction, in connection with this agreement.
2. The Government of the United States may acquire goods and services from any source and may also carry out construction works and other services with its own personnel. Without excluding other possibilities, FOL entities may employ citizens of Ecuador to the maximum extent practicable consistent with the terms of this article.

Article XII (Construction)

1. With prior authorization from the Ecuadorian Air Force, the United States may undertake new construction or improve, modify, remove, or repair the existing structures and areas at the Ecuadorian Air Force Base in Manta, in order to meet needs in connection with this agreement.
2. All construction shall be subject to verification by the Ecuadorian Air Force to ensure it meets such prior authorization.
3. Within the Ecuadorian Air Force Base in Manta, these activities shall be exempt from construction permits and fees provided under the laws of the Republic of Ecuador.
4. At the termination of use of installations constructed or modified in connection with this agreement, the United States shall, after due consultations between the Parties, transfer such installations to the Republic of Ecuador.

Article XIII (Utilities)

The United States and its FOL entities may use water, electricity, and public utilities and services for construction, improvement, and use of the installations provided for in this agreement. The United States and its FOL entities shall pay charges for services requested and received; said charges shall be at the same terms and conditions as for the Ecuadorian Air Force at its base in Manta. The governmental authorities of Ecuador shall, upon request, assist United States authorities in obtaining water, electricity, and other public utilities and services.

Article XIV (Administrative Facilitation)

The governmental authorities of the Republic of Ecuador agree to facilitate for the United States Government and its FOL entities, in a timely fashion, permits and other administrative requirements necessary for this agreement. The governmental authorities of the Republic of Ecuador waive, to the extent possible, any costs or fees associated with such requirements.

Article XV (Security, Uniforms and Weapons)

1. The physical security of the Ecuadorian Air Force Base in Manta is the responsibility of the appropriate authorities of the Ecuadorian Air Force.
2. United States personnel are authorized to wear uniforms and carry weapons while on duty, if authorized to do so by their orders. The carrying of weapons shall be limited to the Ecuadorian Air Force Base in Manta.
3. Authorities of Ecuador and the United States, respectively, shall consult and take such steps as may be necessary to ensure the security of United States personnel and property.
4. Details of these procedures shall be set forth in agreed implementing arrangements.

Article XVI (Landing and Port Fees and Pilotage)

Aircraft operated by or for the United States in connection with this agreement shall not be subject to the payment of landing, parking, air navigation or over-flight charges when operating to and from the Ecuadorian Air Force Base in Manta. However, the United States shall pay reasonable charges for services requested and received. Vessels owned or operated by the United States solely on United States Government non-commercial service shall receive, at Ecuadorian naval bases, the same treatment as vessels of the Ecuadorian Navy.

Article XVII (Licenses and Vehicle Registration)

- 1. Ecuadorian authorities will accept as valid those vehicle drivers licenses or operator permits that have been issued by appropriate authorities in the United States to United States personnel, dependents, and FOL entities, and these shall be free of additional payments or examinations. Vehicles that are the property of or operated by or for the United States Government or United States personnel shall be exempt from any inspection, licensing, or titling requirements of the Government of Ecuador, but must have appropriate identification insignia issued by appropriate transit authorities of the Republic of Ecuador.**
- 2. United States personnel shall obtain insurance coverage consistent with the laws and practices of the Republic of Ecuador for their privately owned vehicles.**
- 3. Authorities of Ecuador shall also accept as valid, professional credentials and licenses issued to United States personnel and FOL entities by appropriate United States authorities.**

Article XVIII (Personal Tax Exemptions)

- 1. Periods during which United States personnel and their dependents are in the Republic of Ecuador shall not be considered periods of legal residence or domicile for the purpose of taxation under the law of Ecuador.**
- 2. The Republic of Ecuador agrees that United States personnel and their dependents shall not be liable to pay any tax in Ecuador on income received as a result of their service under this agreement or on income derived from sources outside Ecuador.**
- 3. The Republic of Ecuador exempts United States personnel and their dependents from taxation in Ecuador on the ownership, possession, use, transfer to other United States personnel or their dependents, or transfer by death, of property which is present in Ecuador due solely to the presence of these persons in Ecuador in connection with this agreement.**
- 4. The provisions of this article shall also apply to FOL entities who are not nationals of or normally resident in the Republic of Ecuador, and who are acting on behalf of the United States Government solely in connection with this agreement.**

Article XIX (Claims)

- 1. The Governments of the United States of America and the Republic of Ecuador waive any and all claims, other than contractual claims, against each other for damage, loss, or destruction of government property arising from activities in connection with this agreement, or for injury or death suffered by personnel of either government while engaged in the performance of their duties.**
- 2. The Government of the United States of America shall pay under applicable United States law compensation in settlement of claims by third parties. Such claims shall be filed with the authorities in charge of United States operations under this agreement in Ecuador. United States authorities shall process such claims promptly, in accordance with United States law.**
- 3. Contractual claims shall be settled by the arrangements set forth in the respective contracts.**

Article XX (Postal, Services, and Communications)

- 1. The United States may establish, maintain, operate, and use military postal and other service installations for the morale, welfare, and recreation of United States personnel and their dependents, FOL entities and aircraft riders.**
- 2. The United States may establish a satellite receiving station for the receipt of radio and television programs, and other telecommunications broadcasts. Such programs and broadcasts may be transmitted to installations on the Ecuadorian Air Force Base in Manta.**
- 3. Authorities of Ecuador shall permit the United States to use radio and telecommunications in the course and in support of its activities in connection with this agreement. The radio frequencies and telecommunications spectrum to be used shall be the subject of separate discussions and arrangements by the Parties.**
- 4. All activities referred to in this Article shall be exempt from inspections, licensing, regulation, duties, taxes (direct and indirect), charges, and fees imposed by the Republic of Ecuador.**

Article XXI (Mechanisms for Implementation and Amendment)

1. With a view to strengthen the regional effort to fight narcotics trafficking, the Governments of the Republic of Ecuador and the United States shall start consultations with other nations of the region to intensify cooperation in this field.
2. The Parties may enter into more detailed implementing arrangements as required to carry out the provisions of this agreement.
3. The Parties shall periodically review the implementation of this agreement. Upon the request of either Party, the Parties shall consider any proposed amendments to the terms of this agreement. This agreement may be amended in writing as mutually agreed and executed by authorized representatives of the Parties. A copy of all amendments shall be dated, consecutively numbered, and appended to each copy of this document.

Article XXII (Resolution of Disputes)

Any disagreements that may arise from the application of this agreement, or its implementing arrangements, shall be settled through consultation between the appropriate authorities of the Parties.

Article XXIII (Entry Into Force and Duration)

This agreement shall enter into force on the date that the Parties exchange diplomatic notes indicating that all necessary internal procedures for entry into force of the agreement have been completed. This agreement shall remain in force for an initial term of ten (10) years, and thereafter may be renewed for additional periods of five years, upon agreement by both Parties.

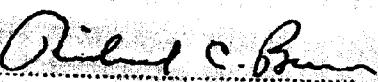
Article XXIV (Termination)

Following the initial ten (10) year term, either Party may terminate this agreement by giving written notice to the other Party. The termination shall be effective one year from the date of such notice.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

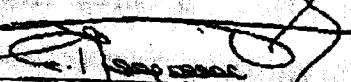
DONE at Quito in duplicate, in the English and Spanish languages, both texts being equally authentic this 12 day of November 1999.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



Richard C. Brown
Special Negotiator
Western Hemisphere Affairs

FOR THE GOVERNMENT OF THE
REPUBLIC OF ECUADOR:



Benjamin Ortiz Brennan
Minister of Foreign Relations

**Implementing Arrangement for Article IX (5) of the
"Agreement of Cooperation Between the Government of the United States
of America and the Government of the Republic of Ecuador Concerning
United States Access to and Use of Installations at the Ecuadorian Air
Force Base in Manta for Aerial Counter-Narcotics Activities"**

Regarding the Ecuadorian tax system in connection with the above-referenced agreement (hereafter, "the Agreement"), the Government of Ecuador shall establish a special account ("the account") to advance credits to the Government of the United States in connection with the Agreement. The Government of Ecuador shall designate an appropriate official to administer the account and implement this arrangement.

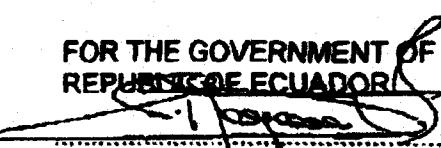
Credits from the account shall be available to the Government of the United States to be applied to any taxes, including value added taxes ("IVA"), that may be applicable to group/bulk transactions in connection with the Agreement. Such credits shall be in an amount equal to the taxes applicable in each case, and shall be available for use at the time of each transaction.

In furtherance of this arrangement, the following procedures shall be followed. Prior to the transaction, the United States Government contracting officer, its agent, or FOL entity (contractor) will notify the designated official of the Government of Ecuador in writing of the cost of the transaction and the taxes pertaining thereto. The designated Ecuadorian official will then approve a credit from the above-referenced account in the appropriate amount, and provide the U.S. officer, agent, or FOL entity with the relevant documentation. The officer, agent, or FOL entity will then present such documentation to the vendor or other official designated by the Government of Ecuador in satisfaction of the relevant taxes. The vendor will in turn present the documentation to the relevant authorities of the Government of Ecuador, as appropriate, in the normal course of business. Upon request, copies of the relevant contract with the vendor or other applicable documentation shall be made available to the designated Ecuadorian official by the United States Government contracting officer, its agent, or FOL entity.

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**


Richard C. Brown
Special Negotiator
Western Hemisphere Affairs

**FOR THE GOVERNMENT OF THE
REPUBLIC OF ECUADOR**


Benjamin Ortiz Brennan
Minister of Foreign Relations

Quito, 12 day of November 1999

Attachment 5

Acuerdo de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República del Ecuador Concerniente al Acceso y Uso de los Estados Unidos de América de las Instalaciones en la Base de la Fuerza Aérea Ecuatoriana en Manta para Actividades Aéreas Antinarcóticos

Con el propósito de intensificar la cooperación internacional para la detección, monitoreo, rastreo y control aéreo de la actividad ilegal del tráfico de narcóticos, a que se refieren diversos instrumentos políticos y legales internacionales, tales como la Convención de las Naciones Unidas de 1988 contra el Tráfico Ilícito de Drogas y Narcóticas y Sustancias Psicotrópicas; el Plan de Acción de la Cumbre de las Américas de 1998; la Estrategia-Antidrogas en el Hemisferio y los Acuerdos antinarcóticos bilaterales aplicables y vigentes;

Conscientes de la necesidad de avanzar en la lucha contra el tráfico ilícito de estupefacientes y compartir responsabilidades para asegurar que se aborden todos los aspectos del fenómeno de manera integral y equilibrada, teniendo en cuenta sus respectivas capacidades y recursos nacionales disponibles;

Preocupados por los efectos nocivos que generan las drogas ilícitas sobre nuestras economías, valores éticos y la salud pública, así como sobre la estructura político y social y la estabilidad de las instituciones democráticas;

Considerando que una de las misiones fundamentales de la Fuerza Aérea Ecuatoriana es el control y la vigilancia del espacio aéreo en el territorio nacional, y que las actividades ilegales internacionales de tráfico de narcóticos constituyen delitos y violan el espacio aéreo del Ecuador;

Teniendo en cuenta la cooperación bilateral existente entre el Ecuador y los Estados Unidos en este esfuerzo internacional, y en particular, el Acuerdo Interino concluido el 1 de abril de 1999 para facilitar el acceso y uso de las instalaciones de la Fuerza Aérea Ecuatoriana en Manta para actividades de detección, monitoreo, rastreo y control aéreo de operaciones ilegales de tráfico internacional de narcóticos;

Reconociendo que, en apoyo de este esfuerzo conjunto estratégico para avanzar en la cooperación internacional para la supresión de la actividad ilegal narcótica, los Estados Unidos de América continúan comprometiendo recursos nacionales significativos para este propósito;

Con el deseo de establecer los términos y condiciones para una mayor colaboración a largo plazo entre el Ecuador y los Estados Unidos, a fin de fortalecer nuestros propósitos comunes en esta materia; el Gobierno de la República del Ecuador y el Gobierno de los Estados Unidos de América, en adelante denominados "las Partes," por el presente Acuerdo convienen lo siguiente:

Artículo I Definiciones

Para los propósitos del presente Acuerdo:

- 1.- "Personal de los Estados Unidos" se referirá al personal civil y militar del Gobierno de los Estados Unidos que se encuentre en el Ecuador en relación con este Acuerdo.
- 2.- "Personal Militar" se referirá a los miembros de la Fuerzas Armadas de los Estados Unidos que se encuentren presentes en el Ecuador en relación con este Acuerdo.
- 3.- "Personal Civil" se referirá a los empleados civiles del Gobierno de los Estados Unidos que se encuentren presentes en el Ecuador en relación con este Acuerdo.
- 4.- "Entidades del Centro Operativo de Avanzada" -COA- se referirán a aquellas personas naturales o jurídicas y sus empleados que han establecido una relación contractual con el Gobierno de los Estados Unidos en relación con este Acuerdo.
- 5.- "Dependientes" se referirá a los miembros de las familias del personal permanente asignado por los Estados Unidos a la Base de la Fuerza Aérea Ecuatoriana en Manta, que forman parte de sus respectivas unidades familiares y que no son nacionales del Ecuador.
- 6.- "Tripulantes" se referirá a Oficiales de la Fuerza Aérea Ecuatoriana o representantes de Terceros Estados, que sean invitados a participar en misiones aéreas de detección, monitoreo, rastreo y control de narcotráfico en relación con este Acuerdo.
- 7.- "Installations" se referirá a aquellas estructuras o áreas a las cuales los Estados Unidos tienen acceso y uso autorizado, según los términos de este Acuerdo.

Artículo II Propósitos del Acuerdo y Authorizaciones

Para el único y exclusivo propósito de llevar adelante operaciones aéreas de detección, monitoreo, rastreo, y control de actividades ilegales de tráfico aéreo de narcóticos:

a) El Gobierno de la República del Ecuador acuerda:

- 1.- Permitir al personal de los Estados Unidos, sus dependientes, y a las entidades COA, el acceso y uso de la Base de la Fuerza Aérea Ecuatoriana en Manta, así como al Puerto de Manta e instalaciones relacionados con la Base o en su vecindad.
- 2.- Permitir a las aeronaves, navíos, y vehículos operados por o para los Estados Unidos en relación con este Acuerdo el uso de la citada Base, así como los puertos y las instalaciones relacionados con la Base de la Fuerza Aérea Ecuatoriana en Manta o en su vecindad.

3.- Facilitar información a las autoridades competentes de los Estados Unidos de América, a fin de contribuir al éxito de las operaciones aéreas antinarcóticos.

b) El Gobierno de los Estados Unidos de América, previa autorización, consignación de fondos y otros requisitos aplicables, acuerda:

1.- Facilitar información a la Fuerza Aérea Ecuatoriana y a otras autoridades competentes de la República del Ecuador con el fin de promover los propósitos de este Acuerdo.

2.- Construir o mejorar la infraestructura de la Base de la Fuerza Aérea Ecuatoriana en Manta, a fin de facilitar las operaciones aéreas antidrogas de los Estados Unidos.

3.- Explorar oportunidades para mejorar la interoperabilidad entre el Ecuador y los Estados Unidos en operaciones aéreas antidrogas.

Artículo III Operaciones de Interdicción

Las operaciones de interdicción en territorio ecuatoriano son de exclusiva responsabilidad de la República del Ecuador.

Artículo IV Procedimientos para Vuelo y Sobre vuelo de Aviones

Las aeronaves operadas por o para los Estados Unidos en relación con este Convenio están autorizadas a sobrevolar el territorio ecuatoriano, y a aterrizar y despegar de la Base de la Fuerza Aérea Ecuatoriana en Manta. Tales actividades deberán estar de acuerdo con los procedimientos que convengan las Partes.

Artículo V Arreglos de Comando y Control

1.- Las operaciones del personal estadounidense deberán llevarse a cabo de acuerdo con los Arreglos de Comando y Control entre las autoridades competentes de las Partes.

2.- La Fuerza Aérea Ecuatoriana mantendrá el control del todo el tráfico aéreo que se realice en el Ecuador con relación a este Acuerdo.

Artículo VI Respeto a las Leyes Locales

El personal de los Estados Unidos respetará las leyes vigentes en el Ecuador y se abstendrá de cualquier actividad incompatible con los propósitos de este Acuerdo. Las autoridades de los Estados Unidos tomarán las medidas necesarias para este fin.

Artículo VII

Condición Jurídica del Personal de los Estados Unidos Personal y sus Dependientes

- 1.- El Gobierno de la República del Ecuador condecerá al personal estadounidense, y a sus dependientes en Ecuador, una condición jurídica equivalente a la que proporciona al personal administrativo y técnico de la Embajada de los Estados Unidos, conforme a la Convención de Viena, de 18 de abril de 1961.
- 2.- Dicho personal no será immune a la jurisdicción civil y administrativa por actos realizados fuera del desempeño de sus funciones. Las autoridades de los Estados Unidos conferirán una especial consideración a cualquier solicitud de renuncia de inmunidad, en los casos que las autoridades de la República del Ecuador consideren de especial importancia.
- 3.- En la eventualidad de que las autoridades ecuatorianas detuvieren temporalmente a un miembro del personal estadounidense o a sus dependientes, deberán notificar inmediatamente a las autoridades de los Estados Unidos encargadas de las operaciones conforme a este Acuerdo, y coordinarán su pronta entrega a las autoridades competentes de los Estados Unidos de América.

Artículo VIII

Entrada, Salida y Documentación de Viaje

- 1.- Las autoridades de la República del Ecuador permitirán la entrada y salida de la República del Ecuador al personal de los Estados Unidos con solo la adecuada identificación estadounidense y con órdenes de viaje colectivas o individuales. Para propósitos de acreditación y la emisión de la documentación adecuada, las autoridades de los Estados Unidos notificarán a las autoridades del Gobierno del Ecuador, los nombres del personal permanente de los Estados Unidos asignado a la Base de las Fuerza Aérea Ecuatoriana en Manta y sus dependientes. Dicho personal asignado permanentemente y sus dependientes requerirán pasaporte y visas.
- 2.- Asimismo, las autoridades ecuatorianas permitirán la entrada y salida de la República del Ecuador a las personas naturales de las entidades COA de los Estados Unidos, quienes requerirán de pasaporte. Estarán exentos del requisito de visa. Las autoridades de los Estados Unidos deberán proporcionar a las autoridades ecuatorianas una lista de las entidades COA.
- 3.- Las autoridades de la República del Ecuador aplicarán procedimientos apropiados de inmigración para facilitar el pronto ingreso y salida del personal de los Estados Unidos, sus dependientes, de las personas naturales de las entidades COA, y de los tripulantes que lleguen y salgan del Ecuador en relación con este Acuerdo. Dicho personal, dependientes, las personas naturales de las entidades COA y tripulantes que lleguen y salgan de la República del Ecuador desde la Base de las Fuerza Aérea Ecuatoriana en Manta estarán exentos de tarifas de entrada y salida, y de otros impuestos de salida.

Artículo IX Importación, Exportación y Adquisiciones

- 1.- Las autoridades de la República del Ecuador exonerarán de todos los procedimientos de importación, exportación, aranceles, impuestos directos o indirectos, y de otros cargos que de otra manera impondría el Ecuador a los productos, equipos, materiales, provisiones y otros bienes importados y exportados a la República del Ecuador por o a nombre de los Estados Unidos, en relación con este Acuerdo.
- 2.- La propiedad de dichos bienes pertenecerá al Gobierno de los Estados Unidos o a sus entidades COA, según sea el caso. Tal propiedad podrá ser transportada fuera de la República del Ecuador, o transferida a personas o entidades en el Ecuador que tengan derecho a las exenciones establecidas en el párrafo 1ro. de este artículo. Las personas o entidades del Ecuador que adquieran dicha propiedad, y que no estén exentas, deberán pagar las tasas aplicables, aranceles, impuestos y otros cargos.
- 3.- El equipaje y los efectos personales de propiedad y uso del personal de los Estados Unidos, sus dependientes, o de las personas naturales de las entidades COA, que sean importados, adquiridos, utilizados, exportados en/o desde el Ecuador estarán exentos de todos los procedimientos de importación, exportación, aranceles, impuestos directos o indirectos, y de otros cargos que de otra manera impondría el Ecuador.
- 4.- El Personal permanente de los Estados Unidos, asignado a la Base de las Fuerza Aérea Ecuatoriana en Manta, debidamente acreditado ante el Ministerio de Relaciones Exteriores del Ecuador, y sus dependientes, estará exento de derechos de importación y exportación, incluyendo pago de tasas, aranceles, impuestos directos, indirectos y otros cargos, de su menaje de casa.
- 5.- En consideración al sistema fiscal del Gobierno de Ecuador, y en especial a la parte relativa a la adquisición de bienes y servicios en el Ecuador por o a nombre del Gobierno de los Estados Unidos en relación con este Acuerdo, el Gobierno del Ecuador, como una contribución al esfuerzo antinarcótico, acuerda establecer una cuenta a fin de proporcionar control administrativo y apoyo y de evitar a los Estados Unidos las cargas que le impondría dicho sistema fiscal. Los detalles de esta contribución serán especificados por separado por las Partes.

Artículo X Uso de Instalaciones

Las autoridades de la República del Ecuador otorgarán a los Estados Unidos, sin costo, el uso de las instalaciones necesarias para las actividades acordadas, incluidas las obras de construcción, en la Base de las Fuerza Aérea Ecuatoriana en Manta.

Artículo XI Entidades COA

- 1.- El Gobierno de los Estados Unidos, de conformidad con sus leyes sobre autorización, consignación de fondos, contractación, y otras leyes y regulaciones aplicables, podrá adjudicar y celebrar contratos para la adquisición de bienes y servicios, incluidas las obras de construcción, en relación con este Acuerdo.
- 2.- El Gobierno de los Estados Unidos podrá adquirir bienes y servicios de cualquier fuente y también podrá llevar a cabo trabajos de construcción y otros servicios con su propio personal. Sin excluir otras posibilidades, las entidades COA emplearán a ciudadanos ecuatorianos en la medida máxima posible compatible con los términos de este Artículo.

Artículo XII (Construction)

- 1.- Con autorización previa de la Fuerza Aérea del Ecuador, los Estados Unidos podrán realizar nuevas construcciones, mejorar, modificar, derrocar o reparar las estructuras y sitios existentes en las instalaciones de la Base de la Fuerza Aérea Ecuatoriana en Manta, para satisfacer las necesidades relacionadas con este Acuerdo.
- 2.- Todas las construcciones estarán sujetas a verificación por parte de la Fuerza Aérea Ecuatoriana, para efectos de que estas correspondan a las autorizaciones concedidas.
- 3.- Dentro de la Base de la Fuerza Aérea Ecuatoriana en Manta, estas actividades estarán sujetas a permisos de construcción y tasas que prevé la legislación de la República del Ecuador.
- 4.- A la terminación del uso de las instalaciones construidas o modificadas en relación con este Acuerdo, los Estados Unidos transferirán, después de consultas entre las Partes, las mencionadas instalaciones a la República del Ecuador.

Artículo XIII Servicios Públicos

Los Estados Unidos y sus entidades COA podrán utilizar agua, electricidad y servicios públicos para la construcción, mejora y uso de las instalaciones estipuladas en este Acuerdo. Los Estados Unidos y sus entidades deberán pagar las facturas de los servicios solicitados y recibidos; estos costos serán en los mismos términos y condiciones otorgados a la Fuerza Aérea Ecuatoriana en la Base de Manta. Las autoridades del Gobierno ecuatoriano deberán, bajo pedido, ayudar a las autoridades estadounidenses para obtener los servicios de agua, electricidad y otros servicios públicos.

Artículo XIV Facilidades Administrativas

Las autoridades gubernamentales de la República del Ecuador se comprometen a facilitar al Gobierno de los Estados Unidos y a sus entidades COA, la obtención oportuna de permisos y otros requisitos administrativos necesarios en relación con este Acuerdo. Las autoridades gubernamentales de la República del Ecuador exonerarán, en el grado posible, de cualquier costo o derecho asociado con tales requisitos.

Artículo XV Seguridad, Uniformes y Armas

- 1.- La seguridad física de la Base de la Fuerza Aérea Ecuatoriana en Manta es responsabilidad de las autoridades competentes de la Fuerza Aérea Ecuatoriana.
- 2.- El personal de los Estados Unidos está autorizado a utilizar uniformes y portar armas mientras esté de servicio y si sus órdenes así lo autorizan. El porte de armas estará limitado a la Base de la Fuerza Aérea Ecuatoriana en Manta.
- 3.- Las autoridades del Ecuador y de los Estados Unidos, respectivamente, deberán consultar y tomar las acciones que sean necesarias para velar por la seguridad del personal y propiedad de los Estados Unidos.
- 4.- Los detalles de estos procedimientos se determinarán en los arreglos de ejecución convenidos.

Artículo XVI Derechos de Aterrizaje, Puerto y Pilotaje

Las aeronaves operadas por o para los Estados Unidos en relación con este Acuerdo, no deberán estar sujetas a pago de derechos de aterrizaje, estacionamiento, navegación aérea o sobrevuelo cuando operen desde. Sin embargo, los Estados Unidos deberán pagar tarifas razonables por los servicios que soliciten y reciban. A las naves que estén exclusivamente al servicio no comercial de los Estados Unidos, y que éstos posean u operen, se les otorgará en las Bases Navales Ecuatorianas el mismo trato que a las naves de la Armada del Ecuador.

Artículo XVII Licencia y Matrícula de Vehículos

- 1.- Las autoridades del Ecuador aceptarán como válidas las licencias de conducir vehículos o los permisos de operación que hayan sido emitidos por las autoridades competentes de los Estados Unidos a favor del personal, sus dependientes y personas naturales de las entidades COA, y éstos estarán libres de pagos adicionales o exámenes. Los vehículos de propiedad del Gobierno de los Estados Unidos, u operados por o para éste, y de sus empleados, estarán exentos de cualquier requisito de inspección, licencia matrícula del Gobierno del Ecuador, pero

deberán llevar distintivos apropiados de identificación extendidos por las autoridades apropiados de tránsito en la República del Ecuador.

2.- El personal de los Estados Unidos obtendrá seguros privados para sus vehículos privados, de conformidad a las leyes y práctica del Ecuador.

3.- Las autoridades del Ecuador aceptarán como válidas las credenciales profesionales y licencias emitidas por las autoridades apropiadas de los Estados Unidos al personal de los Estados Unidos y a las personas naturales de las entidades COA.

Artículo XVIII Exención de Impuestos Personales

1.- Los períodos durante los cuales el personal de los Estados Unidos y sus dependientes permanezcan en la República del Ecuador, no se considerán períodos de residencia legal o domicilio con fines fiscales, de acuerdo con la ley ecuatoriana.

2.- La República del Ecuador conviene en que el personal estadounidense y sus dependientes no tendrán responsabilidad por el pago de ningún impuesto en el Ecuador sobre la renta recibida como resultado de los servicios prestados conforme a este Acuerdo o sobre la renta derivada de fuentes fuera del Ecuador.

3.- La República del Ecuador exonerará al personal de los Estados Unidos y a sus dependientes de los impuestos ecuatorianos sobre la propiedad, posesión, uso o cesión a otro personal de los Estados Unidos o a sus dependientes o sobre la transferencia en caso de defunción, de los bienes que se encuentren en el Ecuador únicamente a causa de la presencia de esas personas en el mismo.

4.- Las estipulaciones de este artículo también se aplicarán a las personas naturales de las entidades COA, así como a las entidades COA que actúen a nombre del Gobierno de los Estados Unidos, exclusivamente en relación con este Acuerdo, que no sean nacionales ecuatorianos o que no residen normalmente en la República del Ecuador.

Artículo XIX Reclamaciones

1.- Los Gobiernos de los Estados Unidos de América y de la República del Ecuador renuncian a toda reclamación entre sí, aparte de las reclamaciones contractuales, por concepto de dafio, pérdida o destrucción de bienes gubernamentales a consecuencia de actividades relacionadas con este Acuerdo, o por concepto de lesiones o muertes sufridas por el personal de cualquiera de los dos Gobiernos en el desempeño de sus obligaciones.

2.- El Gobierno de los Estados Unidos de América deberá pagar compensaciones de acuerdo con las leyes estadounidenses aplicables para resolver reclamaciones de terceras partes. Tales reclamaciones deberán presentarse a las autoridades encargadas de las operaciones estadounidenses relacionadas con este Acuerdo en el Ecuador. Las autoridades de los Estados Unidos deberán procesar las reclamaciones de manera rápida de acuerdo con las leyes de los Estados Unidos.

3.- Las reclamaciones contractuales deberán ser resueltas según los arreglos establecidos en los contratos, respectivos.

Artículo XX **Correo, Servicios y Communicaciones**

1.- Los Estados Unidos pueden establecer, mantener, operar y utilizar servicios postales militares y otras instalaciones de servicios, tendientes a mantener la moral, el bienestar y la recreación del personal de los Estados Unidos, sus dependientes, entidades COA, y tripulantes.

2.- Los Estados Unidos pueden establecer una estación de satélite para la recepción de programas de radio y televisión y otras telecomunicaciones. Tales programas y emisiones podrán ser transmitidos a instalaciones en la Base de la Fuerza Área Ecuatoriana en Manta.

3.- Las autoridades del Ecuador permitirán que los Estados Unidos utilicen radio y telecomunicaciones en el curso de sus actividades y en apoyo de las mismas, en relación con este Acuerdo. Las frecuencias de radio y telecomunicaciones a ser utilizadas, estarán sujetas a conversaciones y arreglos separados entre las Partes.

4.- Todas las actividades a que se refiere este Artículo, estarán exentas de inspección, licencia, regulación, derechos, impuestos (directos e indirectos), cargos y tarifas gravadas por la República del Ecuador.

Artículo XXI **Mechanismos de Ejecución y Enmiendas**

1.- Con miras a fortalecer los esfuerzos regionales para combatir el narcotráfico, los Gobiernos del Ecuador y de los Estados Unidos emprenderán consultas con otras naciones de la región para intensificar la cooperación en esta materia.

2.- Las Partes podrán concluir arreglos de ejecución más detallados cuando sea necesario, para cumplir con las disposiciones de este Acuerdo.

3.- Las Partes evaluarán periódicamente la ejecución de este Acuerdo. A pedido de cualquiera de las Partes, las Partes considerarán cualquier enmienda que sea propuesta a los términos de este Acuerdo. Este Acuerdo puede ser enmendado por escrito, de mutuo acuerdo, y esta enmienda será firmada por representantes autorizados de las Partes. Una copia de cada enmienda será fechada, numerada consecutivamente, y anexada a cada copia de este documento.

Artículo XXII

Resolución de Controversias

Cualquier desacuerdo que pueda surgir de la aplicación de este Acuerdo, o sus arreglos de ejecución, deberá resolverse a través de consultas entre las autoridades apropiadas de las Partes.

Artículo XXIII

Entrada en Vigencia y Duración

Este Acuerdo entrará en vigencia en la fecha en que las Partes intercambien notas diplomáticas que indiquen que todos los procedimientos internos para la vigencia de este Acuerdo se han cumplido. Este Acuerdo permanecerá en vigencia por un periodo inicial de diez (10) años, y de ahí en adelante podrá ser renovado por periodos adicionales de cinco años, previo acuerdo entre las Partes.

Artículo XXIV

Terminación

Luego del periodo inicial de diez (10) años, cualquiera de las Partes podrá denunciar este Acuerdo mediante notificación escrita a la otra Parte. La denuncia surtirá efecto un año después de la fecha de dicha notificación.

EN FE DE LO CUAL, los abajo firmantes, debidamente autorizados por sus respectivos gobiernos, firman este Acuerdo.

HECHO en Quito, por duplicado, en los idiomas español e inglés, siendo los dos textos igualmente auténticos, el dia 12 de noviembre de 1999.

**POR EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA**

Richard C. Brown
Negociador Especial
Para Asuntos del Hemisferio Occidental

**POR EL GOBIERNO DE LA
REPUBLICA DEL ECUADOR**

Benjamín Ortiz Brennan
Ministro de Relaciones Exteriores

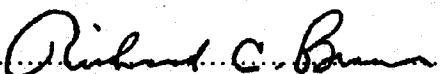
ACUERDO OPERATIVO PARA EL NUMERAL 5 DEL ARTICULO IX DEL "ACUERDO DE COOPERACION ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS Y EL GOBIERNO DE LA REPUBLICA DEL ECUADOR CONCERNIENTE AL ACCESO Y USO DE LOS ESTADOS UNIDOS DE AMERICA DE LAS INSTALACIONES EN LA BASE DE LA FUERZA AEREA ECUATORIANA EN MANTA PARA ACTIVIDADES AEREAS ANTINARCOTICOS"

Teniendo en cuenta el sistema fiscal del Gobierno del Ecuador en relación con el Acuerdo arriba mencionado (en adelante "el Acuerdo"), el Gobierno del Ecuador establecerá una cuenta especial ("la cuenta") para el depósito de créditos a favor del Gobierno de los Estados Unidos en relación con el Acuerdo. El Gobierno del Ecuador designará un funcionario para administrar la cuenta y ejecutar este Acuerdo.

Esta cuenta pondrá créditos a disposición del Gobierno de los Estados Unidos, para ser aplicados a cualquier impuesto, incluyendo el impuesto al valor agregado ("IVA"), que pudiera ser aplicado a transacciones en grupo o a granel en relación con el Acuerdo. Dichos créditos igualarán en cantidad a la de los impuestos aplicables en cada caso, y estarán disponibles para su utilización al momento que se produzca cada transacción.

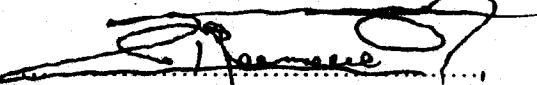
En virtud de este acuerdo deberán seguirse los siguientes procedimientos. Con anterioridad a la transacción, el personal de los Estados Unidos, sus agentes o la Entidad del Centro Operativo de Avanzada -COA- (contratista) notificará por escrito al funcionario designado por el Gobierno del Ecuador, el costo de la transacción y de los impuestos correspondientes. El funcionario ecuatoriano designado, aprobará un crédito de la cuenta arriba mencionada en la cantidad correspondiente y proveerá al personal de los Estados Unidos, sus agentes, o COA con la respectiva documentación. El personal de los Estados Unidos, sus agentes o entidad COA, podrá entonces presentar dicha documentación al proveedor o al agente designado por el Gobierno del Ecuador para la liquidación de los impuestos correspondientes. El proveedor asimismo presentará dicha documentación a las autoridades apropiadas del Gobierno del Ecuador, en el curso normal de sus actividades cotidianas. A pedido expreso, el Funcionario de Contratos del Gobierno de los Estados Unidos, su agente o entidad COA pondrá a disposición del funcionario ecuatoriano designado ejemplares del contrato pertinente con el proveedor o cualquier otra documentación applicable.

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Benjamín Ortiz Brennan
Ministro de Relaciones Exteriores

Quito, el dia 12 de noviembre de 1999