



Embajada de los Estados Unidos de América
Oficina de Servicios Generales
Sección de Compras y Contratos

December 16, 2009

To prospective quoters

Dear Prospective Quoter:

SUBJECT: Solicitation Number **S-PA100-10-Q-0002**

The Embassy of the United States of America invites you to submit a quotation for school bus services.

The Embassy intends to conduct a pre-quotation conference, and all prospective quoters who have received a solicitation package will be invited to attend. See Section 3 of the attached Request for Quotations (RFQ).

Submit your quotation in a sealed envelope marked "Proposal Enclosed" to the Contracting Officer **Priyadarshi Sen at 1776 Mariscal Lopez Ave** on or before **12:00 am** on **Thursday, December 31, 2009**. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. **Standard Form -1449**
2. Section 1 pricing;
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

A pre-quote conference will be held on **December 23rd, 9:00AM**, in order to explain the details of the solicitation. For further details please read Section 3, page 27.

Direct any questions regarding this solicitation to **Montserrat Blanco** by letter at **1776 Mariscal Lopez Ave, Fax (213-878)** or E-mail (preferred) at **BlancoM@state.gov**.

Sincerely,

Priyadarshi Sen
Contracting Officer

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO.	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NO. SPA10010Q0002	6. SOLICITATION ISSUE DATE Dec/16/09	
7. FOR SOLICITATION INFORMATION CALL	a. NAME Montserrat Blanco or Reinaldo Farina		b. TELEPHONE NO. (No collect calls) 213-715	8. OFFER DUE DATE/LOCAL TIME Dec/31/09 - 12:00am	
9. ISSUED BY JOINT ADMINISTRATIVE ORGANIZATION GENERAL SERVICES OFFICE Procurement and Contracting Unit American Embassy – Asunción 1776 Meal. López Ave. and Kubitschek		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION x RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS
15. DELIVER TO See Schedule – Section 6		CODE	16. ADMINISTERED BY Same as Block #9		
17a. CONTRACTOR OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY JOINT ADMINISTRATIVE ORGANIZATION FINANCIAL MANAGEMENT OFFICE (FMO) American Embassy - Asunción		
TELEPHONE NO.					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See attached Sections Section 1 – Clause #3 Prices <i>(Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>02</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Priyadarshi Sen		31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)		
			42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

SECTION 1 – THE SCHEDULE
CONTINUATION TO SF-1449, RFQ NUMBER S-PA100-Q-10-0002
PRICES, BLOCK 23

1.0 SCOPE OF SERVICES.

1.1 Scope. The Contractor shall provide standard (regular school and after school programs) and additional or emergency school bus services, exclusive to dependents of the US Government employees within the US Embassy in **Asuncion**, in accordance with the Statement of Work in this contract.

1.2 Period of Performance. This contract shall include one base year and **four (4)** option years. Although the school year is a period of approximately **ten (10)** months, each performance period in the contract consists of twelve (12) months. See Attachments 1a and 1b and Attachment 2 for the school year calendar, including holidays. These attachments will be updated as necessary, should optional periods of performance be exercised.

1.3 Notice to Proceed. After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from start date listed in Notice to Proceed unless the Contractor agrees to an earlier date) on which performance shall start.

1.4.1 Definitions.

Mini-bus – Bus with a capacity to transport between 12 - 15 passengers, including up to one monitor

Regular bus – Bus with a capacity to transport up to 21 passengers, including up to one monitor

Round-trip – Consists of one school bus picking up all students on the scheduled route at the school bus stops and dropping them off at school, then at the end of the school day, picking them up at school and returning them to the school bus stops for that route. A school bus can have more than one round-trip per school day if it is used for more than one round-trip route.

Route – Designated itinerary of a school bus to pick-up one or more students at their school bus stops or school and dropping them off at their designated school or school bus stops.

Run – Transportation for students from the school to the school bus stops, or from the school bus stops to the school; one half of a round-trip.

2.0 TYPE OF CONTRACT

2.1 Standard Services

The contract type shall be a firm-fixed price contract type for standard services, billed per number of passengers, as further defined in paragraph 1.4 above. Estimated dates of service are set forth in Attachment 1.

2.2 Additional/Emergency Services

This portion of the contract shall be an indefinite-delivery indefinite-quantity type contract, billed at firm-fixed price rates, for additional/emergency services. These are services for additional bus runs, to or from one of the schools identified in this contract.

3.0 PRICING

3.1 Standard Services. The monthly price for Standard Services shall include all direct and indirect costs for equipment and labor, including but not limited to: labor and overtime for employees, benefits, all social insurance to include any severance liabilities required by law, licenses, communication equipment and its expenses (radio or cell phones), vehicles, vehicles maintenance & repair, all operating costs associated with the services, fuel, and profit.

3.2 Additional/Emergency Services. The price for additional/emergency services shall include all direct and indirect costs and profit.

3.3. **BASE YEAR** - Period Term: Twelve (12) months, from **February 1, 2010 through January 31, 2011** or from the date stated in notice to proceed and running one full year from that date, whichever date is later. The Contractor shall provide a minimum of 3 school buses or as deemed necessary for the number of passengers with driver and monitor for regular school and the same number of school buses or as necessary for the number of passengers with driver and monitor for after school programs.

3.3.1. Standard Services. The firm fixed-price is:

	a. US\$ Per Passenger per month	b. Est. No. Of Passengers	c. Total a x c	d. 10 % VAT (IVA)	e. Total/Month (c+d)	a. US\$ Per Passenger per month
Per Month		20				
Per Year					Per month x 10	

3.3.2. Additional/Emergency Services. The Contractor shall provide up to [3] school buses upon request of the COR. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the bus from his facility to the pick -up point for the students

Each Additional Run	Estimated Number of runs	Total Estimated Price
	10	

3.4. Option Periods of Performance

3.4.1. **First Option Year Prices** - Option Term: Twelve (12) Months. *Commencing 1 year after the start date in Notice to Proceed and continuing for a period of 12 months.*

	a. US\$ Per Passenger per month	b. Est. No. Of Passengers	c. Total a x c	d. 10 % VAT (IVA)	e. Total/Month (c+d)	a. US\$ Per Passenger per month
Per Month		20				
Per Year	Per month x 10					Gs.

3.4.1.1 Additional/Emergency Services. The Contractor shall provide up to [3] school buses upon request of the COR. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the bus from his facility to the pick -up point for the students.

Each Additional Run	Estimated Number of runs	Total Estimated Price
	10	

3.4.2. **Second option year of the contract** - Option Term: Twelve (12) Months. *Commencing 2 years after the start date in Notice to Proceed and continuing for a period of 12 months.*

	a. US\$ Per Passenger per month	b. Est. No. Of Passengers	c. Total a x c	d. 10 % VAT (IVA)	e. Total/Month (c+d)	a. US\$ Per Passenger per month
Per Month		20				
Per Year	Per month x 10					

3.4.2.1 Additional/Emergency Services. The Contractor shall provide up to [3] school buses upon request of the COR. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the bus from his facility to the pick -up point for the students.

Each Additional Run	Estimated Number of runs	Total Estimated Price
	10	

3.4.3. **Third option year of the contract** - Option Term: Twelve (12) Months. *Commencing 3 years after the start date in Notice to Proceed and continuing for a period of 12 months.*

	a. US\$ Per Passenger per month	b. Est. No. Of Passengers	c. Total a x c	d. 10 % VAT (IVA)	e. Total/Month (c+d)	a. US\$ Per Passenger per month
Per Month		20				
Per Year	Per month x 10					

3.4.3.1 Additional/Emergency Services. The Contractor shall provide up to [3] school buses upon request of the COR. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the bus from his facility to the pick -up point for the students.

Each Additional Run	Estimated Number of runs	Total Estimated Price
	10	

3.4.4. **Fourth option year of the contract** - Option Term: Twelve (12) Months. *Commencing 4 years after the start date in Notice to Proceed and continuing for a period of 12 months.*

	a. US\$ Per Passenger per month	b. Est. No. Of Passengers	c. Total a x c	d. 10 % VAT (IVA)	e. Total/Month (c+d)	a. US\$ Per Passenger per month
Per Month		20				
Per Year	Per month x 10					

3.4.4.1 Additional/Emergency Services. The Contractor shall provide up to [3] school buses upon request of the COR. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the bus from his facility to the pick -up point for the students.

Each Additional Run	Estimated Number of runs	Total Estimated Price
	10	

GRAND TOTAL BASE PERIOD PLUS FOUR OPTION YEARS (including VAT if applicable)
is:

	TOTAL SERVICE COST	10 % VAT/IVA (**)	GRAND TOTAL COST
Base Year			
First Option Year			
Second Option Year			
Third Option Year			
Fourth Option Year			
GRAND TOTAL			

* Note: VAT is not applicable to this contract at this time due to a GOP exemption, so Contractor will not charge for VAT while GOP Law No. 110/92 from GOP's Ministry of Finance exempting for VAT charges is in effect. Refer to clause 7(a)(10) below for invoice instructions

CONTINUATION TO SF-1449, RFQ NUMBER SPA100-10-Q-0002
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. STATEMENT OF WORK

A. Services

1. **Scope of Contract.** The purpose of this contract is to provide daily routine transportation services for American diplomats' children who the following schools:

(a) **American School of Asunción (ASA)**, located at Gral Genes Ave. and Sgto Marecos street.

(b) **Asunción Christian Academy (ACA)**, located at 1181 Sacramento Ave and Ntra. Sra. Del Carmen street.

(c) **Pan American International School (PAIS)**, located at America and Segunda Capital de la Republica streets, Loma Merlo, Luque, Paraguay.

The Contractor shall provide supervision, labor, materials, fuel and equipment for the United States Embassy **Asunción**.

2. **General Requirements.** The Contractor shall provide the transportation services on school days, **Mondays through Fridays**, except holidays and other days specifically designated by the Schools. The attachments to this contract, listed below, provide information relating to school schedules, bus routes and orders for the contractor personnel.

Attachment 1: School Calendar by month and school.

Attachment 2: Combined List of Holidays. RESERVED.

Attachment 3: Summary of Number of School Days per Schools. RESERVED.

Attachment 4: Estimated School Bus Routes per schools

Attachment 5: General Orders

Attachment 6: Incident Report

3. Funding/Ordering.

The Contracting Officer has the sole authority to issue orders for additional/emergency services to be performed under this contract. With few exceptions, the Contracting Officer will order these services by issuance of a written task order. If time does not permit, the Contracting Officer may issue an oral order, to be confirmed by a written order within 48 hours.

The contract minimum estimate for these additional/emergency services shall be **ten** round trips of standard services, and hence, is met, after the Contractor has provided this number of round trips of standard services. The contract maximum estimate shall be **fifteen** round trips.

The Contracting Officer's Representative (COR) issues instructions to the Contractor pertaining to specific dates, times, etc. for transportation services, as needed. Instructions may be issued orally, or in writing.

4. Estimated Level of Services.

The estimated number of students to be transported on a daily basis to all school combined is **20** passengers during school years 2006 through 2010. Though the Government cannot determine the exact number of passengers in advance and the number of passengers may vary each school year, the services shall be provided to all passengers as requested by the Embassy including occasional additions to the list that may occur during the school year and at the rates specified in the pricing section of this contract.

5. Adult Monitor.

- a) Contractor shall be responsible to complying with local ordinances and provide monitor services responsible for maintaining discipline and keep watch over the children safety inside the bus for each school bus provided under this contract.
- b) The Embassy, at its discretion, may also send one adult monitor on each vehicle to be responsible for maintaining discipline of the children.

6. Scheduled School Bus Services. Service shall be provided in accordance with the routes and schedules specified in Attachment 1, 2 and 3. The School routes however may vary from year to year and/or within any school year depending on the arrival/departure and location of American Family residences Vehicles shall not depart the designated stops earlier than scheduled departure time or not later than 5 minutes after the scheduled departure time. No services shall be required on school holidays, regularly scheduled school vacations, or when schools are closed due to inclement weather or for any other reason.

- (a) School make-up class days shall be considered as normal school days. The Embassy shall give the Contractor three days advance notification to change pick-up or delivery points or to provide bus service on school make-up days.
- (b) The Contractor shall comply with appropriate station instructions regarding school bus operation, as specified in Attachment 2.
- (c) The Contractor shall operate buses during inclement weather conditions unless schools are not open on such days. When schools close early due to inclement weather, the Contractor shall ensure students are picked up within one hour after the decision has been announced that the schools will close.
- (d) The Contracting Officer's Representative (COR) has the sole authority to cancel any bus run after the decision has been announced that the schools will close. If the Contractor believes a bus should not run, the COR must be contacted for final decision.
- (e) Buses drivers shall not transport unauthorized passengers, unless this is approved by the COR.
- (f) Embassy Compound Traffic Rules: The Contractor shall stress to the drivers to obey all traffic rules and instructions of Embassy officials when driving on Embassy property, including not exceeding the speed limit of eight (8) kilometers per hour.
- (g) After-School/Extra-Curricular Activities: Are daily after-school activities such as drama, sports, music, reading etc requiring extended transportation services for the students. The Embassy will provide the schedule of after-school activities to the Contractor in advance, indicating on which days these activities will occur, and what number of students participating. This portion of the contract is optional for contractor.

B. Equipment to be provided by the Contractor.

1. **Vehicles.** The Contractor shall provide a sufficient quantity of the correct capacity of buses and must possess sufficient equipment to provide uninterrupted service under this contract and to furnish replacement buses. These buses shall meet all requirements of those buses normally used for school bus services. The Contractor may substitute a smaller bus for a larger bus, depending on number of students. However, if the Contractor chooses to do so, he may only charge at the rate of the smaller bus. Conversely, if the Contractor elects not to use a smaller bus which would, in fact, be capable of transporting the number of students, and instead, elects to use a larger bus, the Contractor may only charge at the rate of the smaller bus. Vehicles must meet the standards required by local and host country laws and regulations, and meet the safety inspection requirements. All vehicles must pass periodic inspections by Embassy mechanics and must also carry a bi-annual inspection from the Asuncion City-Hall. If any vehicle is determined to be unsafe or unsatisfactory, its use is prohibited until such unsafe or unsatisfactory conditions have been corrected. In such event, the Contractor must provide an acceptable and fully compliant replacement vehicle to maintain the schedule. Vehicles shall be air-conditioned able to maintain an even temperature range throughout the bus of 20 ~ 23 Celsius degrees; seat belts equipped and meet all Asuncion City-hall requirements for school bus transportation.

(a) Buses, which, for any reason, do not meet minimum requirements specified, shall be replaced immediately so that service will not be delayed or interrupted.

(b) Maintenance Schedule: the Contractor shall maintain all vehicle equipment (vehicle, safety and security) in good working order. The vehicle shall arrive clean, fully topped off with fluids (i.e. oil, brake fluids, window washer fluids, etc.), and all lights (head, parking, and back-up) shall be functional.

i. Daily Schedule

- Fuel tanks filled
- All fluids checked
- All lights checked

ii. Weekly Schedule

- Inspect tires
- Check tire pressure

(c). Every 6,000 kilometers or four months, whichever comes first: the Contractor shall conduct complete servicing, including, but not limited to changing fluids, checking the brakes and lights, inspecting the exhaust system for leaks and all tires conditions (and replacing as necessary), examining all safety and security equipment to ensure operability.

(d). Safety/Security Requirements: Each vehicle shall have:

- Individual permanent seats and lap belts for each passenger
- Emergency exit
- First aid kit
- Telephone
- All emergency road and safety equipment required by host-country law.

(e) Inspection: The Contractor agrees to submit vehicles, as requested, for periodic unannounced spot checks by Embassy mechanics.

2. Communication Equipment

The Contractor shall furnish communication equipment, radios or cell phones to all vehicles, in order to be in contact with the monitors at all times and keep the COR informed on any incidents which might happen during the rides.

3. Tinting on Windows

There shall be tinting on all bus windows so that it is not possible for a person standing next to the bus to be able to discern the physical outline of any occupant.

At the time of the contract award, the Contracting Officer will provide the contractor with a letter that sets forth permission form the host government for these vehicles to have the darkest tinting permitted by the local Government.

C. Bus Drivers and Monitors.

All bus drivers and Monitors shall meet the following qualifications.

1. All drivers shall be professional bus drivers and meet all state and local license requirements for bus drivers. Any such licenses shall be in the possession of the drivers when operating a vehicle under this contract. Any such licenses shall be available for inspection by the COR on request at any time.

2. Five years or more of driving experience with no major accidents. ("Major" accidents being defined as accidents resulting in bodily injuries or property damage in excess of \$1,000).

3. A thorough knowledge of Asunción' streets and traffic patterns

4. All bus drivers and Monitors shall wear a distinctive nametag, emblem, or patch attached in a prominent place on an outer garment. Employees shall also present credentials identifying themselves as employees of the company.

5. Physical Examinations. The valid evidence of a current (not more than three months old) physical examination of drivers and monitors who are proposed to work under this contract, shall be provided to the COR not later than two weeks prior to the beginning of the contract. It must show the proposed driver to be free from communicable diseases and physical defects, which could interfere with safe bus operation. This physical and certification shall meet all statutory requirements for licensing and operation of the type of vehicle driven and ***should be renewed every 1 year.***

6. The drivers are strictly prohibited from driving a bus while intoxicated. The Contractor guarantees that all drivers are tested for alcohol every morning and afternoon before they start their runs under this contract. The Contractor shall immediately replace those drivers who do not pass the test for alcohol. Likewise, Monitors are prohibited from providing services while intoxicated, and shall be immediately replaced if do not pass the test for alcohol.

7. Drivers and Monitors shall be trained in the use of the first aid kits that are installed in the buses.

8. Drivers and Monitors must agree not to smoke, eat, or drink on the buses while the children are on board.
9. It is desirable, but not mandatory, that each bus driver and Monitors shall possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position.
10. Professional Bearing and Courtesy: All Contractor's employees shall conduct themselves in a professional and courteous manner. Employees shall also present credentials identifying themselves as employees of the company.

D. Supervisor:

1. The Contractor shall have a Supervisor who shall supervise the contractor's work force and be the point of contact for the U.S. Government regarding day-to-day operations. This Supervisor may be a driver, in addition to being a supervisor.
2. The Driver Supervisor shall possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position.

E. ENGLISH LANGUAGE VERSION

In accordance with FAR 52.225-14, INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT, in the event of inconsistency between the terms of this contract and any translation thereof into another language, the English language meaning shall control.

II. OTHER TERMS AND CONDITIONS

A. PAYMENT

1. General:
 - (a) The Contractor shall submit invoices as instructed by FAR 52.212-4(g). Each invoice shall include the monthly amount billed. If any Additional/Emergency Services were ordered that month, the Contractor shall also include that amount on the invoice, along with a copy of the written order. The Government will make payment for all work under an individual invoice in a lump sum for all completed and accepted work.
 - (b) For Standard Services, the Contractor shall prepare the invoice to show the number of passengers by line item number, multiplied by the unit price per passenger, and then show a total monthly amount billed. The monthly total shall include extracurricular services provided during the month. For Additional/Emergency Services, the Contractor shall prepare the invoice to show the number of runs and passengers by line item number, multiplied by the unit price per passenger, and then show a total monthly amount billed.

Value Added Tax (IVA). The contractor shall NOT show Value Added Tax – VAT (IVA) on invoices submitted for payment. The Embassy is VAT (IVA) exempted by provisions of GOP law No. 110/92. Contractor however, shall enter on each invoice submitted for payment the following: the strip code "**TDEF-006**" in the block reserved for the RUC (registro único del contribuyente) and text **Ley 110/92** in the body of the invoice to be considered a proper invoice by the Embassy.

2. Invoice Requirements: All invoices and attachments shall be submitted to the following address:

American Embassy
Community Liaison Officer/COR
Av. Mcal. López 1776 and Kubitschek
Asunción, Paraguay

B. RESERVED.

C. PERIOD OF PERFORMANCE.

1. Base Period of Performance: The base performance period of this contract commences on **February 1, 2010**. This period of performance continues for twelve months. This contract includes four option years, which may be exercised at the Embassy's discretion.

D. INSURANCE

1. **Contractor's Liability.** The Contractor shall be liable for bodily injury and property damage, which may occur when performing this contract. The liability insurance shall be written on the comprehensive form of policy. The policy shall provide coverage for passenger liability bodily injury at least \$200,000 multiplied by number of seats or passengers, whichever is greater. The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

2. FAR 52.228-10 Vehicular and General Public Liability Insurance (APR 1984)

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for (1) bodily injury of not less than \$200,000 for each person and \$500,000 for each occurrence, and (2) property damage of not less than \$20,000 for each accident and \$40,000 in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(c) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, occupant liability insurance with limits of liability for each occupant. The minimum insurance coverage required by local law and to be provided are:

- a. Dead/Invalidness Gs. 30,000,000 = \$6,417.11 (ROE: \$1 = Gs. 4,675)
- b. Medial Assistance Gs. 6,000,000 = \$1,283.42 (ROE: \$1 = Gs. 4,675)
- c. Rest/Recuperation up to 80 days paid at a daily rate based on current minimum wage.

3. Indemnification

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

4. Government as Additional Insured

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

5. Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

6. Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective.

E. Subcontracting Services

The Contractor shall not subcontract for any services under this contract.

F. Security

The Contractor shall provide to the Contracting Officer's Representative (COR) not later than three weeks prior to the beginning of the contract, a list of all drivers who will perform under this contract and will also provide updated lists as necessary to the COR. The list will include data of approved primary and substitute drivers. The Contractor shall agree not to substitute drivers other than those listed. All drivers must pass the Embassy's background check. The list will include:

1. Name,
2. Date of birth, place of birth,
3. Passport number (if a driver is not of local country nationality),
4. Spouse name and date and place of birth,
5. Father and mother names, dates and places of birth (even if they are deceased).

G. Permits: Without additional cost to the United States Government, the Contractor shall obtain all permits, licenses, and appointments required for the execution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its quotation and shall provide any updates, as they become available, to the Contracting Officer. Application, justification, fees, and certifications for any licensure required by the host government are entirely the responsibility of the offeror.

H. DOSAR 652.242-70, Contracting Officer's Representative (COR) (AUG 1999).

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

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (OCT 2008), is incorporated by reference. (See SF-1449, block 27b).

ADDENDUM TO 52.212-4

None

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUGUST 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
[] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [X] (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- [] (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- [] (3) – (19) Reserved
- [] (20) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (August 2009) (E.O. 13126).
- [] (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999). [] (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- [] (23) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- [] (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- [] (25) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- [] (26) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- [] (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- [] (28) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- [] (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- [] (30) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- [] (ii) Alternate I (DEC 2007) of [52.223-16](#).
- [] (31) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- [] (32) (i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- [] (ii) Alternate I (Jan 2004) of [52.225-3](#).
- [] (iii) Alternate II (Jan 2004) of [52.225-3](#).
- [] (33) [52.225-5](#), Trade Agreements (MAR 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- [X] (34) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (35) – (38) Reserved
- [] (39) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- [] (40) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- [] (41) – (42) Reserved
- [] (43) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- [] (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) Reserved

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) Reserved
- (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).
- (vii) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- [] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)). (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- (xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).
- (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.232-34	Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (MAY 1999)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 2 passengers, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of than 2 passengers;
 - (2) Any order for a combination of items in excess of than 40 passengers; or
 - (3) A series of orders from the same ordering office within than 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 Option to Extend Services (AUG. 1989)

The Embassy may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of 10 days prior to contract expiration.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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

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

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(end of clause)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).
- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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

All work shall be performed during Mondays to Fridays from 6:30am. to 12:00am. and from 1:00 to 5:10 pm (Wednesdays and Fridays up to 5:00 pm.) except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

a) The Embassy in Asunción observes the following days as holidays for calendar year 2010, for this service:

January 1	Friday	New Year's Day	U.S. & Paraguayan
January 18	Monday	M. L. King's Birthday	U.S.
February 15	Monday	Presidents' Day	U.S.
March 1	Monday	Heroes' Day	Paraguayan
April 1	Thursday	Holy Thursday	Paraguayan
April 2	Friday	Good Friday	Paraguayan
May 1	Saturday	Labor Day	Paraguayan
May 15	Saturday	Independence Day	Paraguayan
May 31	Monday	Memorial Day	U.S.
June 12	Saturday	Chaco Armistice	Paraguayan
July 5	Monday	Independence Day	U.S.
August 15	Sunday	Founding of Asuncion	Paraguayan
September 6	Monday	Labor Day	U.S.
September 29	Wednesday	Victory at Boqueron	Paraguayan
October 11	Monday	Columbus Day	U.S.
November 11	Thursday	Veterans' Day	U.S.
November 25	Thursday	Thanksgiving Day	U.S.
December 8	Wednesday	Virgin of Caacupe Day	Paraguayan
December 24	Friday	Christmas Day	U.S. & Paraguayan

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is **Community Liaison Officer (CLO)**.

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

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of

boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
 - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
 - (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
 - (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
 - (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions: Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
2. Information demonstrating the offeror's/quoter's ability to perform, including:
 - (a) Name of a Supervisor (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - (b) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - (c) List of clients, demonstrating prior experience with relevant past performance information and references;
 - (d) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
 - (e) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
 - (f) List of vehicles and other equipment to be offered): The quoter must provide as part of the quote, the total number of vehicles of the company and for each vehicle: model, manufacturer, year of manufacture, year of acquisition, color, type of fuel, mileage, number of seats and name of the company where the repairs/revisions are made. The Government shall inspect vehicles and equipment in order to assure their excellent condition, as part of the technical evaluation.

If required by the solicitation, the offeror shall provide either:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

PRE-QUOTATION CONFERENCE

The Government will hold a pre-quotation conference to discuss the requirements of this solicitation on **December 23, 2009 at 9:00 AM** at the American Embassy. Vendors interested in attending should contact the following individual

Contracting Officer Priyadarshi Sen
American Embassy Asuncion

Phone: 595-21-213715

Fax: 595-21-213878

NOTE TO INTERESTED VENDORS* - Due to security concerns all vendors must contact the above and fax the individuals' name and company name of all individuals who will represent the company at the pre-quotation conference. On the date of the pre-quotation company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-quotation conference without prior notification will be denied entry.

Offerors should submit written questions at least three days before the scheduled pre-quotation conference date, using the address provided on Standard Form 1449 or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

Attendees may also bring written questions to the pre-quotation conference. If the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

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

Following the conference, the Government will provide all prospective vendors who received a copy of the solicitation with a copy of all questions presented in writing before the conference, along with answers. If the answer requires a change to the solicitation, the Government will issue a solicitation amendment.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, *Ms. Mona Kuntz, 213-715 ext. 2270*. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ. Offered vehicles and other equipment will be evaluated on adequacy of the proposed vehicles/equipment to meet the requirements set forth in this solicitation. This evaluation will include a visit to the Contractor’s premises to physically examine the offered vehicles and equipment.
 - The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Discussions: The Embassy intends to evaluate quotes and award the contract without discussions with quoters. Therefore, the quoter’s initial quote should contain the quoter’s best terms from a price and technical standpoint. However, the Embassy reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Embassy may reject any or all quotes if such action is in the public interest; accept other than lowest quote; and waive informalities and minor irregularities in quotes received.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (August 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).”

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include

business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

- (b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.
- (c) – (d) Reserved
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States

(k) Reserved

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#) [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(C\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).
- TIN: _____.
 - TIN has been applied for.
 - TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal Government.
- (4) Type of organization.
- Sole proprietorship;
 - Partnership;
 - Corporate entity (not tax-exempt);
 - Corporate entity (tax-exempt);
 - Government entity (Federal, State, or local);
 - Foreign government;
 - International organization per 26 CFR 1.6049-4;
 - Other _____.
- (5) Common parent.
- Offeror is not owned or controlled by a common parent;
 - Name and TIN of common parent:
Name _____.
TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(end of clause)

**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 **RESERVED.**

652.228-70 **RESERVED**

(End of provision)

LIST OF ATTACHMENTS

Attachment 1 – School Calendar by month and school

Attachment 2 – Combined List of Holidays. RESERVED.

Attachment 3 – Summary of Number of School Days. RESERVED.

Attachment 4- School Bus Route

Attachment 5 – General Orders

Attachment 6 – Incident Report

ATTACHMENT 1
SCHOOL CALENDAR

School Calendar by Month and School

The COR would provide the School Calendar by month for each school, at least 2 weeks prior to the beginning of each school year, which will become part of this contract.

ATTACHMENT 2

COMBINED LIST OF HOLIDAYS

RESERVED.

ATTACHMENT 3

SUMMARY OF NUMBER OF SCHOOL DAYS

RESERVED.

ATTACHMENT 4

SCHOOL BUS ROUTE

SCHOOL BUS SCHEDULE - 2010-2011

The COR would provide a list of passengers and addresses for each school at least 2 weeks prior to the beginning of each school year, which will become part of this contract.

Route A – [ASA – American School Of Asuncion]

Route B - [PAIS – Pan American International School]

Route C – [ACA – Asunción Christian Academy School]

Summary:

Buses 3

ATTACHMENT 5

GENERAL ORDERS

GENERAL ORDERS

1 General

The Contractor shall perform school bus services in accordance with the schools calendars (Attachment 1 – 3), from Saturday to Wednesday, from the students' residences (Attachment 4).

1.1 General Orders to Drivers

- Safety: Drivers under this contract shall be conscious of the fact that they are chauffeuring children and teenagers. Drivers shall drive cautiously within the speed limit and respect safety rules such as coming to a complete stop when picking the students up or dropping them off.
- Drivers are absolutely prohibited from transporting unauthorized people together with students on the bus, unless authorized in writing by the Contracting Officer.
- Drivers are absolutely prohibited to stop with the students on the bus at any place not established in the Exhibit A of the contract, such as gas stations, stores, etc., even if requested by the students.
- When picking up the students, drivers shall wait for a period no longer than 3 minutes at each address.

1.2 General Orders to Monitors

- Monitors are responsible for reminding and updating the drivers about the routes and provide assistance to the students and assure that students arrive safe and on time to their destination.
- Monitors shall complete and sign a daily log stating when each student gets on and off the bus for each ride of the day. This list shall be on the Contractor's file.
- Monitors shall make sure that the bus waits up to, but no longer than 3 minutes at each address. However, when this turns into a recurring delay at the same address, a School Bus Report shall be filled out and forwarded to the COR.
- Monitors shall fill out a Discipline Report (EB.C) whenever a student insists on not following the monitor instructions or is disruptive. These reports shall be forwarded to the COR who will be responsible to inform the student's parents about the misbehavior.
- Monitors shall fill out a "School Bus Report" (EB.D) every time an outstanding occurrence takes place, such as: vehicle breaks down, late arrival to school problems with the students, etc.
- Monitors shall help children to obey the bus riding guidelines (EB.A) in order to ensure a pleasant and safe ride for everyone. Monitors must immediately communicate the Contractor in case of incident during the performance of the services, such as: vehicle breaks down causing a late arrival or a student gets hurt. The Contractor shall then contact the COR right away in order to forward the information.
- Monitors shall carry the communication equipment at all times, cellphone or radio, in order to keep the Contractor informed on any incidents which might happen during the rides.
- Monitors shall make sure that students get into their houses or were met by the responsible before departing.
- Monitors shall also follow the "Guidelines for Monitors", EB.B.

1.3 Guidelines for Children

The COR will hand to all students' parents the following Guidelines for the children who will be using the school bus services performed under this contract. (See EB.A)

ATTACHMENT 6

INCIDENT REPORT

B.1.4. INFORME DE INCIDENTES y DISCIPLINA
RELATIVO AL TRANSPORTE ESCOLAR

Fecha: _____

AZAFATA:

CONDUCTOR:

Niño(s) involucrado(s):

1. _____
2. _____
3. _____
4. _____

Informe sobre Disciplina:

Acción Tomada por la azafata y/o Conductor:

Nombre del padre/madre o persona que ha abordado el Transporte:

Dirección: _____

Teléfono: _____

Firma: _____

Informe de Incidentes

Acción Tomada por la Azafata o Conductor:

Comentarios _____

SECTION 6 - INSTRUCTIONS TO THE OFFERORS

(1) Submission Deadline. The complete offer in English Language, as outlined elsewhere in this solicitation, shall be submitted by **12:00 AM** on **December 31, 2009**. The offer shall be addressed in a sealed envelope labeled Solicitation **No. S-PA100-10-Q-0002** to:

PRIYADARSHI SEN

Contracting Officer

Embajada Americana - Asunción

Avenida Mcal. López #1776. Esq. Kubitschek

(2) As stated in Section 1, clause 3 Offers shall be submitted in U.S. dollars.

(3) Negotiations. The Embassy may award this contract on the basis of the initial evaluation of the offers, without any discussions, negotiations or oral presentations. Therefore offers should be submitted **on the most favorable terms possible, and include all the necessary information and documentation as mentioned elsewhere in this solicitation.**

After receipt of offers, negotiations may be held. Additionally, individuals/companies submitting offers may be requested to provide an oral presentation.

(4) Amendment of solicitation. If this solicitation is amended, all terms and conditions not amended remain unchanged.

(5) Media of Offers. Telegraphic and facsimile offers are not acceptable.

(6) Timeliness of Offers. Offers must be received at the place designated for receipt of offers **no later** than the time and date specified in this solicitation. Offers received after the due date and time will NOT be considered.

(7) **FAR clause 52.225-14. Inconsistency between the English Version and Translations of Contract.** In the event of inconsistency between any terms of this contract and **any translation** thereof into another language, the English language meaning shall control.

(8) Offerors shall provide with their offer any and all proving documentation that may be used by the Embassy to determine compliance with each of the 6 points mentioned in Section 4 – Evaluation Factors, clause 2, **and any other requirements contained elsewhere in this solicitation.**

(9) Questions on this RFQ, if any, must be in writing and addressed to Contracting Officer Mr. Priyadarshi Sen by Fax to the Phone No: 213-878 or by mail to the address entered above.

No question on this RFQ will be accepted after **December 28, 2009**. Answers to the questions will be distributed among the companies who requested a copy of the RFQ.

(10) Quotations shall be valid for 60 days minimum. Quotations with less than 60 days of validity will not be considered.

END OF SOLICITATION