

Kuwait City,  
*April 10, 2007*

General Services Office  
American Embassy  
Kuwait City,  
Kuwait.

Dear Prospective Quoter:

SUBJECT: Solicitation Number SKU200-07-Q-0454

The Embassy of the United States of America invites you to submit a quotation for school transportation 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 attention of: Beverly D. Rochester-Johnson on or before 4:00 p.m. on May 15, 2007. 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. **Form SF-1449**
2. Section 1 pricing;
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Direct any questions regarding this solicitation to Beverly D. Rochester-Johnson by letter or by fax 259-1938 during regular business hours.

Sincerely,

/s/

Beverly D. Rochester-Johnson  
Contracting Officer

## **TABLE OF CONTENTS**

### **Section 1 - The Schedule**

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number SKU200-07-Q-0454, Prices, Block 23
- Continuation To SF-1449, RFQ Number SKU200-07-Q-0454, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Statement of Work, Government Furnished Property

### **Section 2 - Contract Clauses**

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

### **Section 3 - Solicitation Provisions**

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

### **Section 4 - Evaluation Factors**

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

### **Section 5 - Representations and Certifications**

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

## SECTION 1 – THE SCHEDULE

### CONTINUATION TO SF-1449, RFQ NUMBER S- [INSERT NUMBER] PRICES, BLOCK 23

#### 1.0 SCOPE OF SERVICES.

1.1 Scope. The Contractor shall provide standard (regular school programs) and additional or emergency school bus services, exclusive to dependents of the US Government employees within the US Embassy in Kuwait, 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 10 months, each performance period in the contract consists of twelve (12) months. See Attachments 1 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 up to 9 passengers, including up to one adult monitor/guard

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

Sedan – 4 door mid/full size Sedan with a capacity to transport up to 4 passengers (adult monitor/guard is excluded for the Sedan)

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 an indefinite-quantity delivery indefinite-quantity type contract for standard services, billed per number of school bus round-trips, 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 and/or sedan 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.

3.2.1 Additional/Emergency Services – The contractor shall provide upon request of the CO, additional runs as and when required. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the bus/sedan from his facility to the pick-up point for the students or for moving the bus/sedan from the student drop-off point for the students back to his facility.

3.3. **BASE YEAR** - This base period of performance shall commence on date specified in Notice to Proceed and continue for a period of 12 months. See paragraph 1.2 above. The Contractor shall provide an estimated following number of vehicles per school day and after-school programs.

Four (4) Standard (Regular) buses with drivers - [up to 21 passenger capacity]

Four (4) Mini buses with drivers - [up to 9 passenger capacity]

Four (4) Sedans with drivers - [up to 4 passenger capacity]

<b>BASE YEAR: Scholastic year September 2007 to June 2008 (10 months)</b> 176 (number of school days), Attachment 3, School Days List					
<b>3.3.1 Standard Services</b>					
Item	Description	Unit	KD: Price per Round-trip	Est. No. of school days	Extended KD: Price
01	Standard Bus	Round-trip		176	
02	Mini Bus	Round-trip		176	
03	Sedan	Round-trip		176	
<b>Base Year Totals:</b> 01        4 each Standard Bus x 176 round trips = KD: _____ 02        4 each Mini Bus        x 176 round trips = KD: _____ 03        4 each Sedans                x 176 round trips = KD: _____  Item (01+02+03) Total KD: _____ (Base Year Sept 2007 – June 2008)					
<b>3.3.2 Additional/Emergency Services</b>					
Item	Description	Unit	KD: Price per One-way trip	Est. No. of trips	Extended KD: Price
01	Mini Bus	One-way trip		176 trips	
02	Sedan	One-way trip		176 trips	

3.4 OPTION YEAR 1: Scholastic year September 2008 to June 2009 (10 months)  
176 (number of school days), Attachment 3, School Days List

3.4.1 Standard Services

Item	Description	Unit	KD: Price per Round-trip	Est. No. of school days	Extended KD: Price
01	Standard Bus	Round-trip		176	
02	Mini Bus	Round-trip		176	
03	Sedan	Round-trip		176	

Base Year Totals:  
 01 4 each Standard Bus x 176 round trips = KD: \_\_\_\_\_  
 02 4 each Mini Bus x 176 round trips = KD: \_\_\_\_\_  
 03 4 each Sedans x 176 round trips = KD: \_\_\_\_\_  
 Item (01+02+03) Total KD: \_\_\_\_\_ (Option Year 1 Sept 2008 -June 2009)

3.4.2 Additional/Emergency Services

Item	Description	Unit	KD: Price per One-way trip	Est. No. of trips	Extended KD: Price
01	Mini Bus	One-way trip		176 trips	
02	Sedan	One-way trip		176 trips	

3.5 OPTION YEAR 2: Scholastic year September 2009 to June 2010 (10 months)  
176 (number of school days), Attachment 3, School Days List

3.5.1 Standard Services

Item	Description	Unit	KD: Price per Round-trip	Est. No. of school days	Extended KD: Price
01	Standard Bus	Round-trip		176	
02	Mini Bus	Round-trip		176	
03	Sedan	Round-trip		176	

Base Year Totals:  
 01 4 each Standard Bus x 176 round trips = KD: \_\_\_\_\_  
 02 4 each Mini Bus x 176 round trips = KD: \_\_\_\_\_  
 03 4 each Sedans x 176 round trips = KD: \_\_\_\_\_  
 Item (01+02+03) Total KD: \_\_\_\_\_ (Option Year 2 Sept 2009 – June 2010)

3.5.2 Additional/Emergency Services

Item	Description	Unit	KD: Price per One-way trip	Est. No. of trips	Extended KD: Price
01	Mini Bus	One-way trip		176 trips	
02	Sedan	One-way trip		176 trips	

3.6 OPTION YEAR 3: Scholastic year September 2010 to June 2011 (10 months) 176 (number of school days), Attachment 3, School Days List					
3.6.1 Standard Services					
Item	Description	Unit	KD: Price per Round-trip	Est. No. of school days	Extended KD: Price
01	Standard Bus	Round-trip		176	
02	Mini Bus	Round-trip		176	
03	Sedan	Round-trip		176	
<p>Base Year Totals:</p> <p>01 4 each Standard Bus x 176 round trips = KD: _____</p> <p>02 4 each Mini Bus x 176 round trips = KD: _____</p> <p>03 4 each Sedans x 176 round trips = KD: _____</p> <p>Item (01+02+03) Total KD: _____ (Option Year 3 Sept 2010 – June 2011)</p>					
3.6.2 Additional/Emergency Services					
Item	Description	Unit	KD: Price per One-way trip	Est. No. of trips	Extended KD: Price
01	Mini Bus	One-way trip		176	
02	Sedan	One-way trip		176	

3.7 OPTION YEAR 4: Scholastic year September 2011 to June 2012 (10 months) 176 (number of school days), Attachment 3, School Days List					
3.7.1 Standard Services					
Item	Description	Unit	KD: Price per Round-trip	Est. No. of school days	Extended KD: Price
01	Standard Bus	Round-trip		176	
02	Mini Bus	Round-trip		176	
03	Sedan	Round-trip		176	
<p>Base Year Totals:</p> <p>01 4 each Standard Bus x 176 round trips = KD: _____</p> <p>02 4 each Mini Bus x 176 round trips = KD: _____</p> <p>03 4 each Sedans x 176 round trips = KD: _____</p> <p>Item (01+02+03) Total KD: _____ (Option Year 4 Sept 2011 – June 2012)</p>					
3.7.2 Additional/Emergency Services					
Item	Description	Unit	KD: Price per One-way trip	Est. No. of trips	Extended KD: Price
01	Mini Bus	One-way trip		176	
02	Sedan	One-way trip		176	

**3.8 PRICE SUMMARY**

<b>Item</b>	<b>Description</b>	<b>Period</b>	<b>KD: price</b>
001	Standard Services	Base Year –(Sept 2007 – June 2008 )	
001a	Additional Services		
002	Standard Services	Option Year 1 (Sept 2008 – June 2009)	
002a	Additional Services		
003	Standard Services	Option Year 2 (Sept 2009 – June 2010)	
003a	Additional Services		
004	Standard Services	Option Year 3 (Sept 2010 – June 2011)	
004a	Additional Services		
005	Standard Services	Option Year 4 (Sept 2011 – June 2012)	
005a	Additional Services		

<b>Grand Totals (001 thru 005a above) KD:</b>
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**CONTINUATION TO SF-1449, RFQ NUMBER SKU200-07-Q-0454  
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 dependents of the US Government employees within the US Embassy in Kuwait and who attend The American School of Kuwait (ASK), The English School (TES), and Fawzia School. The Contractor shall provide supervision, labor, materials, fuel and equipment for the United States Embassy Kuwait.

2. **General Requirements.** The Contractor shall provide the transportation services on school days, Saturday through Wednesday, except holidays and other days specifically designated by the Schools. The attachments to this model, listed below, provide information relating to school schedules, bus routes and orders for the contractor personnel. The calendars for Fawzia and The English School are given for the current year, because current calendars will not become available until June 2007.

Attachment 1: School Calendar

The American School of Kuwait (ASK) "2007-2008 School Year"  
The English School (TES) "2006-2007 School Year"  
Fawzia School "2006-2007 School Year"

Attachment 2: Combined List of Holidays

The American School of Kuwait (ASK) "2006-2007 School Year"  
The English School (TES) "2006-2007 School Year"  
Fawzia School "2006-2007 School Year"

Attachment 3: Summary of Number of School Days

The American School of Kuwait (ASK) "2006-2007 School Year"  
The English School (TES) "2006-2007 School Year"  
Fawzia School "2006-2007 School Year"

Attachment 4: School Bus Route

Attachment 5: General Orders

### 3. **Funding/Ordering.**

The Contracting Officer has the sole authority to issue orders for standard services and 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 for standard services shall be one vehicle for 20 school days of any of the types of vehicles listed in the pricing portion of this document. The contract minimum for 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 for standard services shall be 8 nos. of each type of vehicle listed in the pricing portion of this document. The Contract maximum for additional/emergency services shall be sixty trips per month for each type of vehicle.

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.**

There are estimated to be eighty-four (84) students to be transported on a daily basis to all the schools combined during the school year "2007-2008". 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 at the rates specified in the pricing section of this contract.

5. **Adult Monitor.** The Embassy, at its discretion, may also send one adult monitor on each vehicle to be responsible for maintaining discipline of the children and one security guard to respond to any incidents.

6. **Scheduled School Bus Services.** Service shall be provided in accordance with the routes and schedules specified in Attachment 1, 2 and 3. Vehicles shall not depart the designated stops earlier than scheduled departure time or not later than 3 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) Bus 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.

#### **B. Equipment to be provided by the Contractor.**

1. **Vehicles.** The Contractor shall provide a sufficient quantity of the correct capacity of buses and sedans and must possess sufficient equipment to provide uninterrupted service under this contract and to furnish replacement buses. These buses and sedans shall meet all requirements of those buses normally used. If there are less than 4 students on a route then a sedan will be used. 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 any inspection certificate required by the government. 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 replacement vehicle to maintain the schedule.

(a) Buses and sedans, 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, 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 except for Sedan
- First aid kit
- Telephone and/or cell phone
- All emergency road and safety equipment required by host-country law.
- Fire Extinguisher

(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 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

All bus windows shall be tinted to the extent that 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 from the host government for these vehicles to have tinting.

**C. Bus and Sedan Drivers.**

All bus and sedan drivers shall meet the following qualifications.

1. All bus drivers shall be professional bus drivers and meet all state and local license requirements for bus drivers. All sedan drivers shall be professional drivers and meet all state and local license requirements for commercial 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.

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 Kuwait City streets and traffic patterns

4. All drivers 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 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.

6. The drivers are strictly prohibited from driving 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.

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

8. Drivers must agree not to smoke, eat, or drink on the buses while the children are on board.

9. Each bus driver 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 and 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 round-trips by line item number, multiplied by the unit price for the round trip, and then show a total monthly amount billed. For Additional/Emergency Services, the Contractor shall prepare the invoice to show the number of runs by line item number, multiplied by the unit price for the run, and then show a total monthly amount billed.
2. Invoice Requirements: All invoices and attachments shall be submitted to the following address:

American Embassy Kuwait,  
Al Masjid Al Aqsa Street, Bayan,  
General Services Office,  
Attn: Procurement section

**B. VALUE ADDED TAX (VAT)**

N/A

**C. PERIOD OF PERFORMANCE.**

1. Base Period of Performance: The base performance period of this contract commences on 1 September 2007 and is approximately 176 working days. This period of performance continues for the period of 12 months. This contract includes 4 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.

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).
6. Civil ID copy
7. Passport copy with current valid Residence page copy.

**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 Assistant General Services Officer.

**SECTION 2 - CONTRACT CLAUSES**

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (FEB 2007), 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 (MAR 2007)

(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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public 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:

*[Contracting Officer check as appropriate]*

	<b><i>Clause Number and Title</i></b>
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006). <i>[Check if order exceeds \$100,000]</i>
	(2) – (14) [Reserved].
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(17) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(18) 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). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is</i>

	<i>awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(20) 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). [Check if you have included the clause 52.222-35]</i>
	<i>(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). [check if over \$100,000]</i>
	<i>(22) – (24) [Reserved].</i>
	<i>(25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). [Check if the order is for supplies and the amount exceeds \$193,000]</i>
X	<i>(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). [Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	<i>(27) – (30) [Reserved].</i>
	<i>(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). [Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
	<i>(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]</i>
	<i>(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by a third party, e.g., purchase card]</i>
	<i>(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). [Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	<i>(35)(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). [Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	<i>(ii) Alternate I (APR 2003) of 52.247-64. [Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(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) *[This paragraph applies only if award is made to a U.S. firm]*

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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (SEPT 2006) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer 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.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 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).

**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)
52.245-4 <i>applicable</i>	Government-Furnished Property (Short Form) (JUN 2003) ( <i>if applicable</i> )

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 August 31, 2007 through August 30, 2008, upon which time the Contracting officer will notify the Contractor whether the Government will exercise the Option year.
- (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 one run for a Standard/Mini bus and/or Sedan; 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 sixty-four (64) runs per month.
  - (2) Any order for a combination of items in excess of than two hundred twenty (220) runs per month; or
  - (3) A series of orders from the same ordering office within than seven 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 three 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 last day of the final period of performance.

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 five (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:

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).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment if applicable.

- (b) 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:

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

All work shall be performed during Saturday to Wednesday 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. Schools will not be open on the following days. Therefore transportation service will not be required on a regular basis.

Prophet Ascension  
In-Service Day  
Eid Al Fitr  
Winter Break  
In-Service Day  
Eid Al Adha  
Islamic New Year  
Kuwait National Day  
Spring Break  
Easter  
Prophet Birthday

- (b) When any such day falls on a Thursday, the preceding Wednesday is observed; when any such day falls on a Friday, the following Saturday 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.
- (c) Listing of School holidays – see Attachment 2 & 3

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 Assistant General Services Officer.

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 (SEPT 2006), 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.
  - (g) Company brochure/profile and financial statement for the past two years.
  - (h) The offeror shall provide either: a copy of the Certificate of Insurance, or 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 (JUN 1999)
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 May 02, 2007 at 9:30 a.m. at the American Embassy. Vendors interested in attending should contact the following individual

Contracting Officer Beverly D. Rochester-Johnson  
American Embassy, Al Masjid Al Aqsa Street, Bayan Kuwait. tel: 259-1464 Fax: 259-1938.

NOTE TO INTERESTED VENDORS\* - Due to security concerns all vendors must contact the above and fax the individuals' name, Civil ID copy and company name of all individuals (maximum two individuals per company) 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-quotations 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-quotations 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)

- (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 officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward 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, Management Counselor, American Embassy Kuwait City, Kuwait Tel: 259-1516, Fax: 259-1938. 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) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

School Bus Services  
RFQ: SKU100-07-Q-0454

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).

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (j) 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 (b) through (i) of this provision.

(a) [Reserved]

(b) 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 (b)(3) through (b)(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 U.S. 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 \_\_\_\_\_.

(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.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) 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; and

(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, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(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)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(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 \_\_\_\_\_.

**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 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)**

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

**Defense Base Act Insurance – Covered Contractor Employees**

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country <u>where there are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers’ compensation coverage against the risk of work injury or death under a local workers’ compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department’s Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

## **LIST OF ATTACHMENTS**

Attachment 1 – School Calendar  
Attachment 1A – School holidays

Attachment 2 – Combined List of Holidays

Attachment 3 – Summary of Number of School Days

Attachment 4- School Bus Route

Attachment 5 – General Orders

Attachment 6 – School Bus guidelines

School Bus Services  
RFQ: SKU100-07-Q-0454

**ATTACHMENT 1**  
**SCHOOL CALENDAR**

**To be determined later**

**ATTACHMENT 1A**

**Tentative listing of School Holidays – Exact dates are to be determined later.**

First Day for Teachers  
First Day for Students  
Eid al Fitr holiday  
Winter Break  
Return to school  
Eid al Adha holiday  
Return to school  
Islamic New Year  
National Day Holiday  
Liberation Day Holiday  
Spring Break  
Return to school  
Islamic Holiday  
Last Day for Students  
Last Day for Staff

**School year begins:**

**School year ends:**

**TOTAL NUMBER OF SCHOOL DAYS: 176**

Dates and numbers of holidays will vary slightly school year to school year. The Contractor will be notified of any changes, as soon as they are known.

**ATTACHMENT 2**

**COMBINED LIST OF HOLIDAYS**

**HOLIDAY LIST – - Below table is a tentative listing. Exact dates are to be published at a later date.**

Prophet Ascension

In-Service Day

Eid AlFitr

Winter Break

Winter Break

In-Service Day

Eid AlAdha

Eid AlAdha

Islamic New Year

National Day

Spring Break

Easter

Prophet Birthday

**ATTACHMENT 3**

**SUMMARY OF NUMBER OF SCHOOL DAYS**

**To be determined later**

**ATTACHMENT 4**

**SCHOOL BUS ROUTE**

- **To be determined later**

## **ATTACHMENT 5**

### **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 their regular route, 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 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 attachment 6)

**ATTACHMENT 6**

**Embassy School Transportation Rules for SY 07/08**

**Student's Full Name(s)** \_\_\_\_\_

*Please Print* \_\_\_\_\_

1. Only dependents of Mission employees, or their escorts, are authorized to ride the school bus.
2. Students 3 and under must have an escort, either a responsible older sibling, parent, or a nanny. Students not eligible for education allowance are permitted to ride the bus on a space available basis.
3. Students must remain seated and use seat belts at all times while riding on the bus.
4. Students must obey the instructions of the school bus driver, guard, or other responsible adult.
5. Students will maintain a respectful attitude toward other students and the adults on the bus, as well as toward persons outside of the bus. Throwing things while inside of the bus, hitting, kicking, roughhousing, rowdy disruptive behavior, fighting, and physical and verbal harassment are not allowed.
6. Conversations should be at a moderated, polite level. Loud music, yelling, cursing or the use of foul or obscene language is not allowed.
7. Students will respect the property of other students.
8. Students should help in the maintenance of a clean and orderly bus. Littering, defacing or damaging the bus in any way, and interfering with the safe operation of the bus are forbidden. Parents are responsible for any damages or defacement of school bus property.
9. School bus windows must remain closed at all times unless the air conditioning is out of order and the school bus driver/ bus coordinator gives instructions to open some or all of the windows.
10. Possession of weapons of any kind (to include pocket knives) will result in automatic suspension.
11. Students must be at the designated pick-up location, ready to board the bus, at the scheduled time, both going to, and returning from, school. The bus will not wait. If the student misses the bus, the parents will be responsible for taking the child to school or for picking the child up from the school.
12. Students will be dropped off only at designated school bus stops (e.g. students will not be dropped off on street corners or fast food outlets.) The bus driver will not deviate from the route except in an emergency. If a student is going to another child's home, the parents of both students must inform the **School Bus Coordinator or A/GSO (COR)** one day in advance.

13. Children who do not live in the Embassy Compound should not ride the Embassy bus in the evening. Stay on your own school bus and ride it to the Embassy. All buses return to the Embassy to drop off the guards.

14. If your child will not be riding the bus for one or more days, please inform the bus coordinator.

15. If your family is departing post, please make arrangements in advance (at least 2-3 days) to have the school bus pick your child up from your temporary residence.

16. Children who do not observe these rules, or who demonstrate a pattern of improper behavior, disrespect or disobedience, may have their bus privileges temporarily suspended. Students who repeatedly violate the rules may be barred from riding on the school bus. The decision to suspend or bar a child will be made by the Management Counselor in consultation with the A/GSO, School Bus Coordinator, and the head of the agency sponsoring the employee-parent of the offending child.

I understand and agree to observe the above rules of conduct.

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the Student(s)

\_\_\_\_\_  
Date

\*\*\*\*\* E N D \*\*\*\*\*