



Embassy of the United States of America

Phnom Penh, Cambodia

December 23, 2013

To: Prospective Offeror:

Subject: Solicitation number SCB60014R0003 – Request for Proposals for the Provision of Vehicle Rental Services for U.S. Embassy-Phnom Penh.

The U.S. Embassy Phnom Penh invites you to submit a proposal for the Provision of Vehicle Rental Services for a base year and two option years.

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

1. SF-33
2. Section B, Pricing Schedule
3. Section K, Representations and Certifications
4. Additional information as required in Section L & M (Instructions and Evaluation Factors).

Direct any questions regarding this solicitation to PhnomPenhProcurement@state.gov. The U.S. Embassy intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The address to submit hard copies of proposals is: Attn: GSO-Procurement, # 1, Street 96, Phnom Penh, Cambodia. Electronic proposals will be accepted, and should be sent to PhnomPenhProcurement@state.gov. Proposal submission due date is **4:00 PM on January 9th, 2014**. No proposal will be accepted after this time.

Sincerely,

Dianne Syrvalin
Contracting Officer

PART I: SECTION A – SF-33

| SOLICITATION, OFFER AND AWARD | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | | RATING | PAGE OF PAGES 1 51 | |
|--|------|---|---|--|--|--|---|-----------------------------|
| 2. CONTRACT (Proc. Inst. Ident.) NO. | | 3. SOLICITATION NO. SCB60014R0003 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED December 23, 2013 | | 6. REQUISITION/PURCHASE NO. |
| 7. ISSUED BY U.S Embassy Phnom Penh # 1, Street 96, Phnom Penh, Cambodia Phone: 855-23-728-000 Email: PhnomPenhProcurement@state.gov | | | | CODE | 8. ADDRESS OFFER TO (If other than item 7) The same as Block 7 | | | |
| NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder". | | | | | | | | |
| SOLICITATION | | | | | | | | |
| 9. Sealed offers in original and <u>1</u> copy for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in the US Embassy-Phnom Penh until 16:00 hrs local time on January 9th, 2014 . | | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | | |
| 10. FOR INFORMATION CALL: 855-23-728-000 | | A. NAME Dianne Syrvalin | | B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT | | | C. E-MAIL ADDRESS PhnomPenhProcurement@state.gov | |
| 11. TABLE OF CONTENTS | | | | | | | | |
| (x) | SEC. | DESCRIPTION | | PAGE(S) | (x) | SEC. | DESCRIPTION | |
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | | |
| <input checked="" type="checkbox"/> | A | SOLICITATION/CONTRACT FORM | | 1 | <input checked="" type="checkbox"/> | I | CONTRACT CLAUSES | |
| <input checked="" type="checkbox"/> | B | SUPPLIES OR SERVICE AND PRICES/COSTS | | 2 – 6 | PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH. | | | |
| <input checked="" type="checkbox"/> | C | DESCRIPTION/SPECS/WORK STATEMENT | | 7 – 9 | <input checked="" type="checkbox"/> | J | LIST OF ATTACHMENTS | |
| <input checked="" type="checkbox"/> | D | PACKAGING AND MARKETING | | 10 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| <input checked="" type="checkbox"/> | E | INSPECTION AND ACCEPTANCE | | 11 – 12 | <input checked="" type="checkbox"/> | K | REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS | |
| <input checked="" type="checkbox"/> | F | DELIVERIES OR PERFORMANCE | | 13 | <input checked="" type="checkbox"/> | L | INSTRS., COND., AND NOTICES TO OFFERORS | |
| <input checked="" type="checkbox"/> | G | CONTRACT ADMINISTRATION | | 14 – 16 | <input checked="" type="checkbox"/> | M | EVALUATION FACTORS FOR AWARD | |
| <input checked="" type="checkbox"/> | H | SPECIAL CONTRACT REQUIREMENTS | | 17 – 19 | <input checked="" type="checkbox"/> | M | 50 – 51 | |
| OFFER (Must be fully completed by offeror) | | | | | | | | |
| NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8) | | | 10 CALENDAR DAYS | % | 20 CALENDAR DAYS | % | 30 CALENDAR DAYS | CALENDAR DAYS |
| | | | | % | | % | | % |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents) numbered and dated: | | | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE | | |
| | | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | |
| | | | | | | | | |
| 15B. TELEPHONE NO. (Include area code) | | | 15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS | | 17. SIGNATURE | | 18. OFFER DATE | |
| | | | | | | | | |
| AWARD (To be completed by Government) | | | | | | | | |
| 19. ACCEPTED AS TO ITEM NUMBERED | | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | | | |
| | | | | | | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM | |
| | | | | | | | | |
| 24. ADMINISTRATION BY (If other than Item 7) CODE | | | | | 25. PAYMENT WILL BE MADE BY CODE | | | |
| | | | | | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE | |
| | | | | | | | | |
| IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice. | | | | | | | | |

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide passenger transportation services “vehicle rental with driver” for the *American Embassy Phnom Penh* in accordance with Section C - Description/ Specifications/Work Statement and the Exhibits contained in Section J of this contract. The period covered by this contract is addressed in Section F.

B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity, type contract with firm-fixed rates.

B.3 PRICING

B.3.1 General

- (a) The Contractor shall provide the vehicles with driver at the rates shown below.
- (b) The quantities in B.3.2 are estimates only and are not guaranteed by this contract. See B.4 below for contractual minimum and maximum quantities.
- (c) The Government may issue orders requiring vehicles at multiple locations. Except as specified in the Delivery-Order Limitations clause or in B.4, there is no limit on the number of orders that may be issued.
- (d) Include any cost of Workers’ Compensation and War-Hazard Insurance in the prices. This insurance shall not be a direct reimbursement.
- (e) The Government will make payment in USD currency.
- (f) **VALUE ADDED TAX.**

The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B.3.2 Price Schedule

The prices quoted in the following tables are exclusive of VAT; however, the contractor shall include VAT as a separate charge on the invoice and as a separate line item.

The estimated daily requirements and pricing tables for base year and two option years are as follows:

A- Base Year Pricing (March 01, 2014 – February 28, 2015): Vehicle Rental with Driver

| Item Number | Daily Rate Pricing | | Unit Price | | | | | | | | Estimated Quantity | | | | | | | | Total Est. Amount | |
|----------------------------------|--|-------|------------|------------------|--------------------------------------|------------------------------|-----------------------|---------------------------------|---|------------------------------|--------------------|------------|----------|--------------------------------------|------------------------------|-----------------------|---------------------------------|---|-------------------|------------------------------|
| | Description | Unit | Phnom Penh | Kg. Speu, Kandal | P. Veng, Takeo, Kg. Cham, Kg. Chnang | Kg. Thom, Kam Pot, Sv. Rieng | Sihanoukville, Pursat | Koh Kong, Siem Reap, Battambang | Pr. Vihea, B-Meanchey, Pailin, Kratie, Mondulkiri | Oddor Meanchey, Steung Treng | Rattanakiri | Phnom Penh | Kg. Speu | P. Veng, Takeo, Kg. Cham, Kg. Chnang | Kg. Thom, Kam Pot, Sv. Rieng | Sihanoukville, Pursat | Koh Kong, Siem Reap, Battambang | Pr. Vihea, B-Meanchey, Pailin, Kratie, Mondulkiri | | Oddor Meanchey, Steung Treng |
| 1 | Sedan (Capacity 5, with driver) | Daily | | | | | | | | | 4 | 1 | 1 | 1 | 1 | 1 | | | | |
| 2 | SUV - 4WD (Capacity 5, with driver) | Daily | | | | | | | | | 41 | 1 | 12 | 23 | 12 | 33 | 3 | 11 | 1 | |
| 3 | Minivan (Capacity 6-13, with driver) | Daily | | | | | | | | | 300 | 64 | 25 | 43 | 95 | 23 | 21 | 1 | 1 | |
| 4 | Coaches/Buses (Capacity 16-24 with driver) | Daily | | | | | | | | | 9 | 1 | 10 | 1 | 7 | 1 | 3 | 1 | 1 | |
| 5 | Coaches/Buses (Capacity 33-50 with driver) | Daily | | | | | | | | | 2 | 1 | 4 | 1 | 7 | 2 | 2 | 1 | | |
| 6 | Truck (Capacity 20ft boxed cargo truck with loading ramp, with driver) | Daily | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | |
| A- Total Estimated Amount | | | | | | | | | | | | | | | | | | | | |

* This estimated amount is based on the total estimated requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

B- Option Year (1) Pricing (March 01, 2015 – February 28, 2016): Vehicle Rental with Driver

| Item Number | Daily Rate Pricing | | Unit Price | | | | | | | | Estimated Quantity | | | | | | | | Total Est. Amount | |
|---------------------------|--|-------|------------|------------------|--------------------------------------|------------------------------|-----------------------|---------------------------------|--|------------------------------|--------------------|------------|----------|--------------------------------------|------------------------------|-----------------------|---------------------------------|--|-------------------|------------------------------|
| | Description | Unit | Phnom Penh | Kg. Speu. Kandal | P. Veng, Takeo, Kg. Cham, Kg. Chnang | Kg. Thom, Kam Pot, Sv. Rieng | Sihanoukville, Pursat | Koh Kong, Siem Reap, Battambang | Pr. Vihea, B-Meanchey, Pailin, Kratie, Mondulkiiri | Oddor Meanchey, Steung Treng | Rattanakiri | Phnom Penh | Kg. Speu | P. Veng, Takeo, Kg. Cham, Kg. Chnang | Kg. Thom, Kam Pot, Sv. Rieng | Sihanoukville, Pursat | Koh Kong, Siem Reap, Battambang | Pr. Vihea, B-Meanchey, Pailin, Kratie, Mondulkiiri | | Oddor Meanchey, Steung Treng |
| 1 | Sedan (Capacity 5, with driver) | Daily | | | | | | | | | 4 | 1 | 1 | 1 | 1 | 1 | | | | |
| 2 | SUV - 4WD (Capacity 5, with driver) | Daily | | | | | | | | | 41 | 1 | 12 | 23 | 12 | 33 | 3 | 11 | 1 | |
| 3 | Minivan (Capacity 6-13, with driver) | Daily | | | | | | | | | 300 | 64 | 25 | 43 | 95 | 23 | 21 | 1 | 1 | |
| 4 | Coaches/Buses (Capacity 16-24 with driver) | Daily | | | | | | | | | 9 | 1 | 10 | 1 | 7 | 1 | 3 | 1 | 1 | |
| 5 | Coaches/Buses (Capacity 33-50 with driver) | Daily | | | | | | | | | 2 | 1 | 4 | 1 | 7 | 2 | 2 | 1 | | |
| 6 | Truck (Capacity 20ft boxed cargo truck with loading ramp, with driver) | Daily | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | |
| C- Total Estimated Amount | | | | | | | | | | | | | | | | | | | | |

* This estimated amount is based on the total estimated requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

C- Option Year (2) Pricing (March 01, 2016 – February 28, 2017): Vehicle Rental with Driver

| Item Number | Daily Rate Pricing | | Unit Price | | | | | | | | Estimated Quantity | | | | | | | | Total Est. Amount | |
|---------------------------|--|-------|------------|------------------|--------------------------------------|------------------------------|-----------------------|---------------------------------|--|------------------------------|--------------------|------------|----------|--------------------------------------|------------------------------|-----------------------|---------------------------------|--|-------------------|------------------------------|
| | Description | Unit | Phnom Penh | Kg. Speu. Kandal | P. Veng, Takeo, Kg. Cham, Kg. Chnang | Kg. Thom, Kam Pot, Sv. Rieng | Sihanoukville, Pursat | Koh Kong, Siem Reap, Battambang | Pr. Vihea, B-Meanchey, Pailin, Kratie, Mondulkiiri | Oddor Meanchey, Steung Treng | Rattanakiri | Phnom Penh | Kg. Speu | P. Veng, Takeo, Kg. Cham, Kg. Chnang | Kg. Thom, Kam Pot, Sv. Rieng | Sihanoukville, Pursat | Koh Kong, Siem Reap, Battambang | Pr. Vihea, B-Meanchey, Pailin, Kratie, Mondulkiiri | | Oddor Meanchey, Steung Treng |
| 1 | Sedan (Capacity 5, with driver) | Daily | | | | | | | | | 4 | 1 | 1 | 1 | 1 | 1 | | | | |
| 2 | SUV - 4WD (Capacity 5, with driver) | Daily | | | | | | | | | 41 | 1 | 12 | 23 | 12 | 33 | 3 | 11 | 1 | |
| 3 | Minivan (Capacity 6-13, with driver) | Daily | | | | | | | | | 300 | 64 | 25 | 43 | 95 | 23 | 21 | 1 | 1 | |
| 4 | Coaches/Buses (Capacity 16-24 with driver) | Daily | | | | | | | | | 9 | 1 | 10 | 1 | 7 | 1 | 3 | 1 | 1 | |
| 5 | Coaches/Buses (Capacity 33-50 with driver) | Daily | | | | | | | | | 2 | 1 | 4 | 1 | 7 | 2 | 2 | 1 | | |
| 6 | Truck (Capacity 20ft boxed cargo truck with loading ramp, with driver) | Daily | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | |
| B- Total Estimated Amount | | | | | | | | | | | | | | | | | | | | |

* This estimated amount is based on the total estimated requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

Total Estimated Amounts for Base Year and Two Option Years (A+B+C):_____

B.3.2.1 The above rates shall include all the costs necessary to accomplish the work as required by this contract, including all managerial cost, administrative cost, vehicles, drivers, communication equipment, and all vehicle operation expenses, including but not limited to fuel, oil, all other maintenance and insurance of such vehicles.

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B.3.2.2 If the specified number of sedans, minivans, and shuttles/passenger vans are not available, the following substitutions are allowable:

- minivans substituted for sedans;
- shuttles/passenger vans substituted for minivans or sedans

Sedans shall not be used in place of minivan or shuttles/passenger vans. Simply stated, larger vehicles may replace smaller vehicles, but smaller vehicles may not replace larger vehicles. If the Contractor makes substitutions, billing and payment shall be at the contract rate for type of vehicle ordered by the Government.

B.3.2.3 The daily rate shall be charged for any consecutive 8-hour period within a calendar day. Any additional periods of 8 hours or any number of hours less than 8 hours within calendar day will be charged at the daily rate.

B.4 CONTRACT MINIMUM AND MAXIMUM AMOUNTS

B.4.1 Contract Minimum - During the contract period, the Government shall place orders for a minimum of **\$10,000**. This is the contract minimum for this period of performance.

B.4.2 Contract Maximum - During the contract period, the amount of all orders shall not exceed **\$125,000**. This is the contract maximum for this period of performance.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. GENERAL

The Contractor shall provide passenger transportation services for the **US Embassy Phnom Penh**. The Contractor shall provide all managerial, administrative, direct labor personnel, vehicles, drivers (if required by Section B), communication equipment, all running expenses (i.e., fuel, oil, etc) including all servicing and insurance of such vehicles that are necessary to accomplish all work required by this contract.

C.2. DEFINITIONS

“Calendar Day” means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section G of this contract.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Ordering Officer" means the Contracting Officer of the **US Embassy Phnom Penh**.

“Services” means the services performed, workmanship, and equipment furnished or utilized in the performance of the services.

C.3. MANAGEMENT

C.3.1. Contracting Officer’s Representative. The Contracting Officer’s Representative (COR) is responsible for validating requests from vehicle users, and providing instructions for vehicle use to the Contractor on a daily or less frequent basis. See G.1 regarding the COR. The COR does not have authority to issue task orders under this contract. See G.3 for task order issuance.

C.3.2 Authorized Service Requesters. Each task order will list the names and phone numbers of all authorized service requester(s). Service requesters are only authorized to order service within the boundaries established in the task order and are not authorized to order services from vehicles that were not included in that task order.

C.3.3 Project Manager. The Contractor shall designate a Project Manager who shall be the Contractor’s point of contact. The Project Manager shall be responsible for managing the Contractor’s work under this contract, including delegating requests to drivers (if drivers are required by this contract) along with any instruction required, and ensuring a smooth and effective operation. The Contractor’s Project Manager and telephone number are:

Project Manager: _____

Telephone Number: _____

C.3.4 Documentation of Usage. Each driver shall obtain a certifying signature from the vehicle user on Daily Vehicle Use Record (Attachment B) at the end of service each day. The Contractor shall attach this form to the invoice as a supporting document to verify the hours of service.

C.4. VEHICLE

C.4.1. Types of Vehicle. The Government requires the following types of vehicles, if ordered under this contract. All vehicles shall be of the latest model (2008 or later) and in excellent condition with air-conditioning. The Contractor shall provide registration numbers before the vehicles are used.

| <u>Type</u> | <u>Size and Description</u> |
|----------------------|---|
| 1. Sedans | Minimum 2 litre, four door, capable of carrying four passengers |
| 2. Minivans | Capable of carrying 6 to 13 passengers |
| 3. SUVs | Minimum 2 litre engine, four door, capable of carrying four passengers, 4x4 |
| 4. Coaches/Buses (S) | Capable of carrying 13-24 passengers |
| 5. Coaches/Buses (L) | Capable of carrying 33-50 passengers |
| 6. Truck | 20ft boxed cargo truck with loading ramp. Minimum cargo compartment dimensions: l/w/h = 6m/2.5m/2.35m |

C.4.2 Replacement/Servicing. The Contractor shall provide a replacement vehicle equivalent to the type that requires replacement, due to accident, breakdown, or any other reason, within one (1) hour of notice by the driver (if drivers are required by Section B) or by the COR.

C.4.3 Vehicle Maintenance Requirements The Contractor shall follow all vehicle maintenance requirements per the forms attached to Section J (Weekly checklists) and (Annual checklists) and must be able to produce the inspection documents if required by the COR.

C.5. COMMUNICATION EQUIPMENT

The Contractor shall provide two-way communication equipment (such as radios, cellular phones, or pagers) which shall be available for use by the driver at all times during the shift.

C.6 DISPATCH POINTS (RESERVED)

C.7 PERSONNEL

C.7.1 The Contractor shall provide qualified drivers for each vehicle specified in this contract. Drivers employed to perform services shall be experienced and competent in the performance of such services, and shall possess the appropriate license and insurance.

C.7.2 The Contractor shall provide the Government all information required for drivers with any security clearance, accreditation, vehicle access, and licenses required to provide services under this contract.

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C.7.3 Standards. Each driver shall meet minimum standards including:

1. Compliance with the requirements listed in paragraphs H.1 through H.3
2. English skills - Have a good level of English language skills
3. Local knowledge - Be completely familiar with Phnom Penh City and other provinces so as to know alternate routes should primary route be impassable or otherwise not the best alternative at any given time
4. License - Possess a driver's license for sedans, SUVs, minivans, cargo van, coaches, and trucks.

C.7.4 Training. The Contractor shall provide training for all drivers in areas such as operating procedures and communication equipment/systems. All drivers may be required to attend a U.S. Government-provided safe driver training which will be scheduled upon contract award.

SECTION D - PACKAGING AND MARKING

(RESERVED)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 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:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| <u>Clause</u> | <u>Title and Date</u> |
|---------------|---|
| 52.246-4 | Inspection of Services – Fixed Price (AUG 1996) |

E.2. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

| Performance Objective | PWS Para | Performance Threshold |
|--|--------------|---|
| <u>Services.</u> Performs all vehicle rental services set forth in the performance work statement (PWS) | C.1 thru C.7 | All required services are performed and no more than one (1) customer complaint is received per month |

E.2.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed-Price (August 1996)), if any of the services exceed the standard.

E.2.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 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:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| <u>Clause</u> | <u>Title and Date</u> |
|---------------|-------------------------------------|
| 52.242-15 | Stop Work Order (AUG 1989) |
| 52.242.17 | Government Delay of Work (APR 1984) |

F.2 PERIOD OF PERFORMANCE

The performance period of this contract is from March 01, 2014 through February 28, 2015 plus possible two option years.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. MONITORING OF THE CONTRACTOR

G.1.1. 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 the **Motor Pool Supervisor and GTM, from ODC's Program Management Assistant/Logistics Technician**

G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 SUBMISSION OF INVOICES

G.2.1 The Contractor shall submit invoices monthly in an original and 1 copy to the Contracting Officer's Representative (COR) at the following address:

Financial Management Office
1, St. 96, Sangkat Wat Phnom, Daun Penh
Phnom Penh, Cambodia
Email: PHPVoucher@state.gov

G.2.1.1 VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

G.2.2 Each invoice shall only include billing for one task order. For example, if services are provided under two separate task orders overlapping the same time period, submit two invoices.

G.2.3 A proper invoice shall comply with the requirements of Section I.1, FAR 52.232-25, "Prompt Payment". Additionally, each invoice shall include the following information:

- (1) Delivery Order Number;

- (2) Description, type and number of vehicles, hourly and/or daily rate, number of days/hours provided, and total amount.
- (3) Applicable Task Order as well as the Daily Vehicle Use Record (Attachment B) to support the number of hours worked with an approving signature of an appropriate company officer.

G.2.4 Payment. The Government will make all payments in **USD**.

G.3 ORDERING

G.3.1 Orders. All services under this contract shall be ordered on a Delivery Order Form *OF 347* (Attachment A), issued by the Contracting Officer, as the need arises.

G.3.2 Pricing. Orders will include prices derived from the unit prices in Section B. Normally, each order will include a ceiling based, based upon multiplication of the unit prices by estimated quantities. The Contractor shall notify the COR when vehicle usage has reached a point of 75% of the total estimated amount. The Government may then modify the task order if necessary to add more funding and increase the vehicle usage estimates.

G.4 SELECTION OF AWARDEE FOR INDIVIDUAL TASK ORDERS

(a) If more than one Contractor receives an award for these services, the following procedures shall govern the issuance of individual task orders. The Contractor shall perform no work without a task order issued by the Contracting Officer.

(b) As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$3000, the Government will follow the procedures in paragraph (c) below. If the estimate exceeds US\$3000, the Government will follow the procedures in paragraph (d) below.

(c) Orders not exceeding US\$3000 - The Government will select a Contractor for the task order. This decision will be based on the Government's best interests, which may include factors such as estimated price; past performance record; need to meet contractual minimums; or desire to avoid exceeding task order limitations set forth in Section I, FAR 52.216-19, "Order Limitations".

(d) Orders exceeding US\$3000

(1) Unless one of the exceptions in paragraph (e) below applies, the Government will make its award selection based on the prices in the contract and past performance information gained as a result of Contractor performance under this contract.

(2) Selection of Contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. The Department of State has an Acquisition Ombudsman who will review complaints by

Contractors to ensure that all Contractors are afforded a fair opportunity to be considered for these task orders under the terms of this contract.

(e) Exceptions to the procedures in paragraph (d) above:

(1) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

(2) It is necessary to place an order to satisfy a minimum guarantee.

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

H.1.2 Time Requirements. N/A

H.1.3 Identity Cards. N/A

H.2 STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(e) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

H.3 PERSONNEL HEALTH REQUIREMENTS

All employees must be in good general health without physical disabilities that would interfere with the acceptable performance of their duties. All employees shall be free from communicable disease. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation.

H.4 LAWFUL OPERATION, PERMITS, INSURANCE AND INDEMNIFICATION

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

(b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of such costs and must include all such costs in the fixed prices in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to:

--negligence of the Contractor's personnel in the performance of this contract, or
 --any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Contractor's personnel.

The Contractor's assumption of absolute liability is independent of any insurance policies

(d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary.

The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability

(1) Bodily Injury/death stated in US Dollars:

Per Passenger **\$10,000**

Cumulative **\$10,000 x the number of injured passengers**

(2) Property Damage stated in US Dollars:

Per Occurrence **\$5,000**

Cumulative **\$5,000**

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.

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 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.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

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

H.5 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.

H.6 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within five (5) 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 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. When a self-insurer provides coverage, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

H.7 ORDERING OFFICIAL

The Contracting Officer Representative (the Motor Pool Supervisor) and the Procurement team are the designated ordering individuals for this contract.

**PART II:
SECTION I - CONTRACT CLAUSES**

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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 of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| | | |
|-----------|---|----------|
| 52.202-1 | DEFINITIONS | JAN 2012 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | OCT 2010 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS | APR 2010 |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | DEC 2012 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | AUG 2012 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC 2010 |
| 52.215-2 | AUDIT AND RECORDS - NEGOTIATION | OCT 2010 |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS | AUG 2011 |
| 52.215-13 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS | OCT 2010 |
| 52.215-14 | INTEGRITY OF UNIT PRICES | OCT 2010 |
| 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR | |

| INFORMATION OTHER THAN COST OR PRICING DATA-- | | |
|---|---|----------|
| MODIFICATIONS | | OCT 2010 |
| 52.222-19 | CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES | MAR 2012 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB 2009 |
| 52.223-18 | CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | FEB 2000 |
| 52.228-4 | WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS | APR 1984 |
| 52.228-5 | INSURANCE - WORK ON A GOVERNMENT | JAN 1997 |
| ,1 67\$ // \$7,21 # | | |
| 52.229-6 | TAXES - FOREIGN FIXED-PRICE CONTRACTS | JUN 2003 |
| 52.232-1 | PAYMENTS | APR 1984 |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB 2002 |
| 52.232-11 | EXTRAS | APR 1984 |
| 52.232-17 | INTEREST | OCT 2010 |
| 53.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-24 | PROHIBITION OF ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT | OCT 2008 |
| 52.232-32 | PERFORMANCE-BASED PAYMENTS | APR 2012 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION | OCT 2003 |
| 52.233-1 | DISPUTES ALTERNATE I (DEC 1991) | JUL 2002 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. | APR 1984 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-1 | CHANGES - FIXED-PRICE ALTERNATE I (APR 1984) | AUG 1987 |
| 52.245-9 | USE AND CHARGES | APR 2012 |
| 52.246-25 | LIMITATION OF LIABILITY - SERVICES | FEB 1997 |
| 52.248-1 | VALUE ENGINEERING | OCT 2010 |
| 52.249-4 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) | APR 1984 |
| 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR 1984 |

I.2 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 the date of Contract 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.

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995) – N/A

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than vehicles/day, 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—N/A

(c) If this is a requirements contract (i.e., includes the Requirements 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 two (2) 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.

I.4 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 Deliver-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.

I.5 RESERVED

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.6 DOSAR FULL TEXT CLAUSES

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 (OF) 347, *Order for Supplies or Services* and Optional Form 348, *Order for Supplies or Services Schedule – Continuation*; or

(b) The Optional Form (OF) 206, *Purchase Order, Receiving Report and Voucher*, and Optional Form 206A, *Continuation Sheet*.

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.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is 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.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

PART III
SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

EXHIBIT A – Sample of Delivery/Task Order *OF 347*

EXHIBIT B – Weekly Checklists

EXHIBIT C – Annual Checklists

EXHIBIT C – Annual Checklists

Annual Vehicle Inspection Checklist

Post _____ Agency _____ Date _____
 Year/Make/Model _____ VIN _____ Tag _____

| Pass | Fail | Item Inspected | Pass | Fail | Item Inspected |
|------|------|--|------|------|--|
| | | Interior Controls/Dash | | | Brake System |
| | | Horn | | | Brake lines and hoses |
| | | Instrument panel lights | | | Master cylinder |
| | | Windshield wipers | | | Wheel cylinders/calipers |
| | | Windshield washer | | | Vacuum assist (power brakes) |
| | | Hazard warning signals | | | Brake pedal travel |
| | | Gear position indicator (automatic) | | | Rotors and drums |
| | | Battery/charging indicator/gauge | | | Brake linings |
| | | Temperature indicator/gauge | | | Parking brake adjustment |
| | | Oil pressure indicator/gauge | | | Air compressor and reservoir (air brakes only) |
| | | Speedometer | | | |
| | | Tachometer (if equipped) | | | Lights |
| | | Fuel gauge | | | Headlights (high & low beams) |
| | | Parking brake indicator | | | Running lights |
| | | Safety belt indicator | | | Brake lights |
| | | High beam indicator | | | Turn signals |
| | | Special: ABS, Low tire pressure, SRS, check engine indicators | | | Backup lights |
| | | Transmission shift lever interlock (engine starts only in park or neutral) | | | License plate light |
| | | Back-up alarm (if equipped) | | | Hazard warning lights |
| | | | | | |
| | | Windshield, Rear Window, Mirrors | | | Seat Belts |
| | | Wiper arms and blades | | | Anchors secure |
| | | No windshield cracks > ¼" (6mm) | | | Belt material condition |
| | | Defroster (front and rear) | | | Buckle operation |
| | | Rear and side view mirror condition | | | Take-up reel operation |
| | | Adjustable/controls | | | |

Annual Vehicle Inspection Checklist

Post _____ Agency _____ Date _____
 Year/Make/Model _____ VIN _____ Tag _____

| Pass | Fail | Item Inspected | Pass | Fail | Item Inspected |
|------|------|--|------|------|---|
| | | Wheels and Tires | | | Steering & Suspension |
| | | Adequate and uniform tread depth | | | Steering wheel free play |
| | | Sidewall condition | | | Steering column |
| | | Tire pressure to vehicle standards | | | Front axle beam and steering components |
| | | Rims | | | Steering Gear box or rack/pinion |
| | | Wheel bolts/lug nuts | | | Power assist pump & hoses |
| | | Spare tire condition/pressure | | | Ball and socket joints |
| | | | | | Tie rods and drag links |
| | | Exhaust System | | | Spring suspension |
| | | No leaks directly below or in front passenger compartment | | | Torsion suspension |
| | | Hot components clear of electrical wiring, fuel lines, oil supply, hydraulic lines | | | Shock absorbers |
| | | | | | |
| | | Fuel System | | | Tractor-Trailer Coupling |
| | | Filler cap | | | Fifth wheel |
| | | Fuel lines (tank to engine) | | | Locking mechanism |
| | | Fuel tank and mounts secure | | | Drawbar/toe bar eye and tongue |
| | | | | | |
| | | Frame | | | Safety |
| | | Frame condition | | | Fire extinguisher (if equipped) |
| | | Tire and wheel clearance | | | Road hazard device(s) |
| | | | | | |
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| | | | | | |
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PART IV: REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.
(APR 1985)**

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d)through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 USC 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.

(d) 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 U.S.;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(e) 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 _____

(g) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent;

Name _____

TIN _____

(End of provision)

• **K.5 52.204-8 Annual Representations and Certifications. (DEC 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 532111.

(2) The small business size standard is \$25.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR CLAUSE # | TITLE | DATE | CHANGE |
|--------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have o have not o, 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 public (Federal, State, or local) 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 (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and

information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

K.8. 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.

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(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 <i>where there are no</i> local workers' compensation laws | | Local nationals: _____ Third Country Nationals: _____ |
| (4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws | | Local nationals: _____ Third Country Nationals: _____ |

(b) The contracting officer has determined that for performance in the country of **Cambodia**

Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall 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.

(d) RESERVED

**K.10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—
CERTIFICATION (AUG 2009)**

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"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 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.

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

- **K.11.** *52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation.*
(May 2011)

(a) *Definition.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#) .

(c) *Representation.* By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

PART IV:
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

L.1.1 General. This solicitation is for the performance of the services described in Section C - PERFORMANCE WORK STATEMENT, and the Exhibits attached to this solicitation.

L.1.1.1 Summary of instructions. Each offer must consist of the following:

L.1.2. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Sections B and K have been filled out.

L.1.2.1 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Have an established business with a permanent address and telephone listing;
- (2) Be able to demonstrate prior experience with suitable references;
- (3) Have the necessary personnel, equipment and financial resources available to perform the work;
- (4) Have all licenses and permits required by local law;
- (5) Meet all local insurance requirements;
- (6) Have no adverse criminal record; and
- (7) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (8) Be able to understand written and spoken English

L.2 SUBMISSION OF OFFERS

L.2.1 General

This solicitation is for the performance of the services described in Section C and the Exhibits which are a part of this solicitation.

L.2.2. Summary of Instructions

Each offer must consist of the following physically separate volumes:

| <u>Volume</u> | <u>Title</u> | <u>No. of Copies*</u> |
|---------------|--|-----------------------|
| 1 | Executed Standard Form 33, "Solicitation, Offer and Award", and completed Section K - "Representations, Certifications and Other Statements of Offerors" | 2 |
| 2 | Price Proposal and completed Section B - "Supplies Or Services And Prices/Costs" | 2 |
| 3 | Technical Proposal. | 2 |

* The total number of copies includes the original as one of the copies.

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 33, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 33).

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.2.3. Closing Date. The complete offer shall be received by the **American Embassy Phnom Penh**, located at the address indicated on the solicitation cover page, no later than **January 9th 2014**.

Electronic proposals will be accepted, and should be sent to PhnomPenhProcurement@state.gov. Proposal submission due date is **4:00 PM on January 9th, 2013**. No proposal will be accepted after this time.

L.2.4 Detailed Instructions

(1) Volume I: Standard Form (SF) 33 and Section K. Complete blocks 12 through 18 of the SF 33 and all of Section K.

(2) Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B

(3) Volume III: Technical Proposal.

(a) *Management Information – Provide the following:*

- (1) Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) A list of key management personnel and their profiles;
- (3) A list of types, models, year made of vehicles to be provided;
- (4) A list of communication equipment;
- (5) Sources/ownership of vehicles provided and drivers provided – Vehicle ownership (such as company owned with employed drivers, owner-operated, subcontracted to your organization, etc.)

(b) Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Any terminations (partial or complete) and the reason (convenience or default).

L.2.5 In accordance with H.6, Certificate of Insurance, offeror shall either provide:

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

The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.3 PROPRIETARY DATA

The offeror will identify proprietary data by page(s), paragraph(s) and sentence(s), and shall not generalize.

L.4 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:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| <u>FAR REFERENCE</u> | <u>DATE</u> | <u>TITLE</u> |
|----------------------|-------------|---|
| 52.214-34 | APR 1991 | Submission of Offers in English Language |
| 52.215-1 | JAN 2004 | Instructions to Offerors—Competitive Acquisition* |

* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.5 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price indefinite-delivery, indefinite-quantity contract resulting from this solicitation, under which will be placed firm, fixed-price task orders.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Management Office, U.S Embassy Phnom Penh, # 1, Street 96, Phnom Penh, Cambodia.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6. 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 **Terry Murphree**, at **855-23 728 000, Fax: 855-23-728-600**. 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.

L.7 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for **the past 3 years**;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. The Government will make an initial review of proposals to determine compliance with these instructions. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

M.1.2. Basis for Award.

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The Government shall apply multiple awards to the maximum extent practicable by making awards to up to two contractors under this solicitation. The evaluation process will follow the procedures below:

a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of the technical proposal required by Section L, including a review of the offeror's proposed project manager to ensure that she or he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in Section L to verify quality of past performance.

c) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;
- (5) necessary equipment and facilities or the ability to obtain them; and
- (6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified following FAR 15.503.

M.3 PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.