

STATEMENT OF WORK (SOW)

BUS RENTAL SERVICES

INTRODUCTION

The United States Embassy in Santo Domingo seeks the services of a local contractor for bus services. This rental includes driver services for all routes and shifts.

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

All prices are in local currency and the US Government will make payment in local currency. Value Added Tax (VAT) is not applicable to this contract as the U.S. Embassy has a tax exemption status with the host government.

SCOPE

Bus stops: There will be three points for collecting and dropping off passengers:

- 1-. Autop. Charles de Gaulle with Autop. Mella.
- 2-. Máximo Gómez Ave. with 27 de Febrero Ave.
- 3-. Autop. Duarte, Km 9 (Kennedy Ave. with Luperón).

Routes: The Contractor shall provide services for three bus routes on the following schedule:

- a) From 5:00 am to 7:00 am, 365 days per year.
Collecting point: Autop. Charles De Gaulle with Autop. Mella
1st Stop: Av. Máximo Gómez with Av. 27 de Febrero
2nd Stop: Autop. Luperón with Av. Kennedy
Final Stop: US Embassy, Av. Rep. De Colombia 47, Arroyo Hondo.
- b) From 9:00 pm to 10:30 am, 365 days per year.
Collecting point: Autop. Charles De Gaulle with Autop. Mella
1st Stop: Av. Máximo Gómez with Av. 27 de Febrero
2nd Stop: Autop. Luperón with Av. Kennedy
Final Stop: US Embassy, Av. Rep. De Colombia 47, Arroyo Hondo
- c) From 11:15 pm, 365 days per year.
Collecting point: US Embassy, Av. Rep. De Colombia 47, Arroyo Hondo
1st Stop: Autop. Luperón with Av. Kennedy
2nd Stop: Av. Máximo Gómez with Av. 27 de Febrero
Final Stop: Av. Autop. Charles De Gaulle with Autop. Mella

The buses must have the capacity to transport 35 passengers

Scheduled Bus Services. Service shall be provided in accordance with the routes and schedules specified in this solicitation. Vehicles shall not depart the designated stops earlier than scheduled departure time or not later than 5 minutes after the scheduled departure time.

The Contractor shall operate buses during inclement weather conditions unless otherwise instructed by the Contracting Officer Representative (COR). The COR has the sole authority to cancel any bus run. If the Contractor believes a bus should not run, the COR must be contacted for final decision.

Bus drivers shall not transport unauthorized passengers, unless approved by the COR in advance and in writing.

Equipment to be provided by the Contractor.

1. Vehicles. The Contractor shall provide a sufficient quantity of the correct capacity of buses and must possess sufficient equipment to provide uninterrupted service under this contract and to furnish replacement buses. These buses shall meet all requirements of those buses normally used. The Contractor may substitute a smaller bus for a larger bus, depending on number of travelers. However, if the Contractor chooses to do so, he may only charge at the rate of the smaller bus. Conversely, if the Contractor elects not to use a smaller bus which would, in fact, be capable of transporting the number of passengers, and instead, elects to use a larger bus, the Contractor may only charge at the rate of the smaller bus.

Vehicles must meet the standards required by local and host country laws and regulations, and meet the safety inspection requirements. All vehicles must pass periodic inspections by U.S. Embassy mechanics and must also carry an annual decal of inspection by the Direccion General de Tránsito Terrestre. If any vehicle is determined to be unsafe or unsatisfactory, its use is prohibited until such unsafe or unsatisfactory conditions have been corrected. In such event, the Contractor must provide replacement vehicle to maintain the schedule.

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

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

(i) Daily Schedule

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

(ii) Weekly Schedule

- Inspect tires
- Check tire pressure

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

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

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

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

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

Bus Drivers.

All bus drivers shall meet the following qualifications:

1. All drivers shall be professional bus drivers and meet all state and local license requirements for bus drivers, including a Category 3 license. Any such licenses shall be in the possession of the drivers when operating a vehicle under this contract. Any such licenses shall be available for inspection by the COR on request.
2. Every operator shall meet the minimum age (25) and all drivers shall have five years or more of driving experience with no major accidents. ("Major" accidents being defined as accidents resulting in bodily injuries or property damage in excess of US\$1,000.00).
3. A thorough knowledge of Santo Domingo streets and traffic patterns.
4. All bus drivers shall wear a distinctive nametag, emblem, or patch attached in a prominent place on an outer garment. Employees shall also present credentials identifying themselves as employees of the company.

5. Physical Examinations. The valid evidence of a current (not more than three months old) physical examination of drivers who are proposed to work under this contract, shall be provided to the COR not later than two weeks prior to the beginning of the contract. It must show the proposed driver to be free from communicable diseases and physical defects, which could interfere with safe bus operation. This physical and certification shall meet all statutory requirements for licensing and operation of the type of vehicle driven.
6. The drivers are strictly prohibited from driving a bus while intoxicated. The Contractor guarantees that all drivers are tested for alcohol every morning and afternoon before they start their runs under this contract. The Contractor shall immediately replace those drivers who do not pass the test for alcohol.
7. Overtime must be limited to allow drivers 8-hours of sleep prior to each day of duty. Generally, this means that duty time (total work shift duration, not driving time) must be limited to 10 hours/day.
8. Drivers shall be trained in the use of the first aid kits and fire extinguishers that are installed in the buses.
9. Drivers must agree not to smoke, eat, or drink on the buses while the children are on board. Eating, grooming and reading while driving are not permitted. Using a hand-held cell phone or radio while driving is not permitted. Hands-free devices that do not require the driver to pick-up or look at the device to answer or initiate a call are permitted for emergency communications only. In all other cases, an adult passenger can handle the call, the call goes to the answering system or the driver pulls off the road to stop. Any type of text messaging while operating the vehicle is not permitted.
10. Each bus driver shall possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position.
11. Professional Bearing and Courtesy. All Contractor employees shall conduct themselves in a professional and courteous manner. Employees shall also present credentials identifying themselves as employees of the company.

D. Supervisor:

1. The Contractor shall have a Supervisor who shall supervise the contractor's work force and be the point of contact for the U.S. Government regarding day-to-day operations. This Supervisor may be a driver, in addition to being a supervisor.

Insurance

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

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

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

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

3. Indemnification

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

- (a) any property of the Contractor,
 - (b) its officers,
 - (c) agents,
 - (d) servants,
 - (e) employees, or
 - (f) any other person,
- arising from and incident to the Contractor's performance of this contract.

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

4. Government as Additional Insured

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

5. Insurance-Related Disputes

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

6. Time for Submission of Evidence of Insurance

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

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

Security

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

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

END OF STATEMENT OF WORK