



Embassy of the United States of America

San Salvador, August 12, 2013

Dear Prospective Offeror:

SUBJECT: Solicitation Number ***SES60013Q0042***

The Embassy of the United States of America invites you to submit a proposal for ***Third Party Liability Insurance Coverage for Government Official Vehicles and full coverage for vehicles from different agencies and MSG.***

Submit your proposal in a sealed envelope marked "Proposal Enclosed" to Fritz W. Berggren, American Embassy San Salvador, North Gate, Calle Conchagua, Urbanizacion Santa Elena, Antiguo Cuscatlan, La Libertad, on August 22, 2013. No proposal will be accepted after this time.

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

1. SF-33;
2. Section B;
3. Section K, Representations and Certifications;
4. Additional information as required in Section L.

The contract performance periods are specified in Section F of the solicitation.

Direct any questions regarding this solicitation to Janina de Rengifo, *RengifoJM@state.gov* by letter or by telephone (2501-24620) during regular business hours.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fritz W. Berggren".

Fritz W. Berggren
Contracting Officer

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1
2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO. S- ES60013Q0042		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 08/12/2013	6. REQUISITION/PURCHASE NO.
7. ISSUED BY CODE American Embassy San Salvador Final Blvd. Santa Elena, Antiguo Cuscatlan La Libertad, El Salvador Phone: 2501-2462 Fax: 2501-2347				8. ADDRESS OFFER TO (If other than item 7) American Embassy San Salvador North Gate, Calle Conchagua, Urbanización Santa Elena, Antiguo Cuscatlan, La Libertad, El Salvador			
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in until August 22, 2013 local time 4:00pm (hour) (date)							
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: 503-2501-2462		A. NAME Janina de Rengifo		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT		C. E-MAIL ADDRESS RengifoJM@state.gov	
11. TABLE OF CONTENTS							
(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICE AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKETING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		X	L	INSTRS., COND., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION		X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS					
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 inseted by the offer) 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 [] 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: [] 10 U.S.C. 2304(c)() [] 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 SF-33, or on the Standard Form 26, or by other authorized official written notice.							

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1. VEHICLE INSURANCE SERVICES

The Contractor shall provide insurance coverage and management of the related services for all the U.S. Government owned official vehicles and motorcycles located in *American Embassy San Salvador, Antiguo Cuscatlán, La Libertad, as per attached listing*

B.2 TYPE OF CONTRACT

This is a fixed price type contract with an economic price adjustment.

B.3. PRICES/PREMIUMS

Contractor's premiums shall include all costs including personnel, administration, management, labor, transportation, overhead and profit. All premiums shall be in **USD**.

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B.3.1. Premiums - Base Period: The Contractor shall provide the services for the premiums shown below for the base period of the contract, starting on the start date in the Notice to Proceed and continuing for a period of 12 months.

B.3.1.1 Third Party Liability Insurance – Bodily Injury and Property Damage– See Attachment 1

<u>Item</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
001						_____
002						_____
Total Annual Premium						_____

*HP means horsepower

B.3.1.2 Full Coverage Liability Insurance – See Attachment 2.

<u>Item Number</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
001						_____
002						_____
Total Annual Premium						_____
Grand Total Base Period Premiums						_____

B.3.2. Premiums – Option Year One: The Contractor shall provide the services for the premiums shown below for Option Year One of the contract, starting one year after start date in the Notice to Proceed and continuing for a period of 12 months.

B.3.2.1 Third Party Liability Insurance – Bodily Injury and Property Damage– See Attachment 1

<u>Item Number</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
101						_____
102						_____
Total Annual Premium						_____

B.3.2.2 Full Coverage Liability Insurance – See Attachment 2.

<u>Item Number</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
101						_____
102						_____
Total Annual Premium						_____
Grand Total Option Year One Premiums						_____

B.3.3. Premiums – Option Year Two: The Contractor shall provide the services for the premiums shown below for Option Year Two of the contract, starting two years after year after start date in the Notice to Proceed and continuing for a period of 12 months.

B.3.3.1 Third Party Liability Insurance – Bodily Injury and Property Damage– See Attachment 1

<u>Item Number</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
201						_____
202						_____
Total Annual Premium						_____

B.3.3.2 Full Coverage Liability Insurance – See Attachment 2.

<u>Item Number</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
201						_____
202						_____
Total Annual Premium						_____
Grand Total Option Year Two Premiums						_____
Grand Total Base and All Option Period Premiums						_____

B.4 PARTIAL ANNUAL PREMIUMS

B.4.1 Semi-Annual Premiums. Payments shall be made semi-annually, as further addressed in G.2.4. The semi-annual premium shall be computed by dividing the annual premiums by twelve.

B.4.2 Premiums for Vehicles Added or Removed During Period of Performance.

B.4.2.1 Monthly Premiums. Premiums for vehicles added or deleted shall be computed on a monthly basis. Monthly premiums shall be computed by dividing the annual premiums by twelve.

B.4.2.2 Vehicles and Type of Insurance Coverage Added. Premiums for vehicles added to this contract or for which types of coverage are increased under this contract shall commence on the first day of the month in which the coverage is effective.

B.4.2.3 Vehicles and Type of Insurance Coverage Removed. Premiums for vehicles removed from coverage under this contract or for which types of coverage are deleted from this contract shall be paid through the last day of the month in which the vehicle or coverage is dropped.

B.5 ADMINISTRATIVE RETENTION AMOUNTS

B.5.1 If the Contractor requests a price adjustment under B.6 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.3. This retention amount will not be adjusted for any reason.

The retention amount is part of the premium and may include, but not be limited to, such costs as overhead and general and administrative costs. It will also include any profit. Essentially, it includes all costs except the actual portion of the premium intended to fund claims paid.

B.5.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

NOTE TO OFFEROR - Fill in the fixed retention amounts for each period of performance and for each category of premium. This fixed amount must be expressed in

the currency in which the premium amount is proposed. The fixed retention amount shall NOT be expressed in terms of a percentage of the premium.

B.5.3 Retention Amounts per separate premium paid for Third Party Liability Insurance.

Period of Performance	Bodily Injury/Property damage	Full coverage
Base Period		
Option Year 1		
Option Year 2		

B.6. ECONOMIC PRICE ADJUSTMENT

B.6.1. Premiums may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during *the first 12 months of the contract*. After such time, the Contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the Contractor agrees to provide the Government a balance sheet showing receipts (premiums received), payments (claims paid), the retention amount paid to the Contractor, and the difference between amounts received and paid. The Government reserves the right to have an independent third party review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.6.2. The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the Contractor to perform this contract at the contracted rate. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The Contractor agrees to provide all documentation necessary to support any requested adjustment.

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1. GENERAL

C.1.1 The U.S. Embassy *San Salvador* requires vehicle insurance coverage of all the U.S. Government official *vehicles and motorcycles*. The specific coverage under this contract is set forth in Section C and the Attachments in Section J.

C.1.2 Definitions

FMC Financial Management Center or the paying office

COR Contracting Officer's Representative.

GSO General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer for this contract.

C.2. THIRD PARTY AND FULL INSURANCE COVERAGE.

The Contractor shall provide third party liability insurance coverage for all the *vehicles and motorcycles*] listed in Section B- Attachment 1. This insurance shall include:

<u>Type of Coverage</u>	<u>Minimum Required Amount</u>
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Third Party Liability Insurance – Bodily Injury and Property Damage (to include passengers riding in the vehicle other than the driver) and Property damage \$14,000.00. Bodily Injuries, one person \$7,000.00, several persons \$14,000.00	
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- b. Full Coverage Liability Insurance
Property Damage - TBD
Medical Expenses for insured and
passengers: one person \$2,000.00;
several persons \$7,000.00

C.3. OTHER CONTRACTOR REQUIREMENTS

C.3.1 Managerial and Administrative Support.

C.3.1.1 The Contractor shall furnish all managerial and administrative support necessary to furnish the insurance under this contract.

C.3.1.2 The Contractor shall provide a representative for the daily administration of this contract. This representative will meet with the Contracting Officer's Representative (COR) as needed. The Representative shall hand carry original documents, such as accident reports, to the Contractor's office.

If the representative is absent, an alternate shall serve as a replacement. The alternate shall be familiar with this contract and all cases in progress.

C.3.1.3 The Contractor representative shall provide on-site support for all accidents covered under this contract. The Representative shall provide advice and support at the scene of the accident to the operator of the motor vehicle operator covered in this contract. The Representative shall obtain police reports and provide them to COR within seven days after a motor vehicle accident.

C.3.2 Legal Assistance

C.3.2.1 If, and to the extent, authorized in advance by the United States Department of Justice and requested by the Contracting Officer, the Contractor shall provide legal services in case of any accidents that are brought into court involving vehicles covered by the Contractor's policy. This service shall include adjudication and management of every case through final resolution, even if the insurance policy has expired before the time of final resolution. There shall be no additional charge for this service.

C.3.2.2 The Contractor shall inform the Contracting Officer immediately if third parties threaten legal action as a result of inability to settle any accident.

C.3.2.3 The fact that the Embassy enjoys diplomatic immunity shall not in itself be a sufficient reason for refusing to settle any insurance case.

C.3.2.4 The Contractor understands the publicity caused by undue delay may embarrass the United States Government. The Contractor must agree to take proper and discreet action to settle each accident on its merits.

C.4 REPORTS

C.4.1 Monthly. The Contractor shall submit an individual status report for every vehicle involved in an accident, whether the case is pending or resolved. These reports shall comply with Exhibit B. Each report shall cover information for the previous month.

C.4.2 Semi-Annual. The Contractor shall submit a report twice each year of all resolved cases explaining the circumstances and liability of the parties. This report shall cover the preceding six months.

C.4.3. List of Vehicles Covered. The Contractor shall update a complete list of all vehicles covered under this contract.

C.4.3.1 This list shall include, as a minimum, the following items:

- Serial (VIN) number and brief description of vehicle
- Type(s) of coverage and annual premium for each type of coverage

C.4.3.2 The Contractor shall provide this list within ten (10) days of contract award. The Contractor shall update this list within ten (10) days of each contract modification that revises the vehicles to be insured.

C.5 CHANGES IN VEHICLES REQUIRING COVERAGE OR CHANGES IN TYPES OR AMOUNTS OF COVERAGE REQUIRED

C.5.1 Notification to Contractor. The Contracting Officer will notify the Contractor by letter, each time there is a change in the vehicles covered under the contract or a change in the types of coverage for any vehicles. This letter will request pricing from the Contractor. The Contractor shall have five (5) days to propose premiums.

The Contracting Officer will normally modify the contract bilaterally within ten (10) days of the notification, presuming the parties can reach agreement on the premiums. Only the Contracting Officer is authorized to add or remove vehicles from coverage or modify the type of insurance coverage for a vehicle, under this contract. The Contractor shall not add or remove vehicles or revise the type of coverage for any vehicles under this contract without written notification from the Contracting Officer.

C.5.2 Contract Modification. The contract modification will include:

- the vehicles added, removed and/or vehicles for which type of insurance coverage is changed
- effective date of coverage
- annual premiums and insurance coverage the Contractor shall provide.

C.5.3 Addition or Removal of Vehicles Covered. The Contracting Officer may add or remove vehicles insured under this contract at any time, during any of the periods of performance, under this contract.

C.6 ELIGIBLE PARTICIPATING AGENCIES

The agencies eligible for the vehicles insurance services are:

C.6.1. U.S. Embassy *San Salvador*

C.6.2. ***ATF; COE; CSL; DAO; DHS; DOJ, DEA; MSG; MILGP; TAT; USAID; ILEA; INL; MCC; FPD; FCS; FAO; FBI; ORA***

C.7. INSURANCE CARDS

The Contractor shall provide the cards for all covered vehicles within ten (10) days of contract award or contract modification.

**SECTION E
INSPECTION AND ACCEPTANCE**

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

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)

Clause

Title and Date

52.246-4 Inspection of Services – Fixed Price (MAR 2001)

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 insurance 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.

