

**SECTION A**

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   104	
2. CONTRACT (Proc. Inst. Ident.) NO.	3. SOLICITATION NO. <b>SKE50015R0001</b>	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [x] NEGOTIATED (RFP)	5. DATE ISSUED December 10, 2014	6. REQUISITION/PURCHASE NO. 3093762		
7. ISSUED BY CODE <b>AMERICAN EMBASSY NAIROBI U.N AVENUE GIGIRI; PO BOX 606,00621 ATTN: GSO PROCUREMENT -1901.0 NAIROBI, KENYA</b>  <b>Phone: 020-3636000      Fax: 020-3636157</b>		8. ADDRESS OFFER TO (If other than item 7)				
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".						
<b>SOLICITATION</b>						
9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in GSO office until January 09, 2015 local time (date) local time 11:00(hours)						
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:	A. NAME Judith Mulinge	B. TELEPHONE (NO COLLECT CALLS) +254-020-3636849	C. E-MAIL ADDRESS mulingejw@state.gov			
<b>11. TABLE OF CONTENTS</b>						
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**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 120 calendar days unless a different period is inserted 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  %
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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)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS	17. SIGNATURE	18. OFFER DATE
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**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  QUICK WILLIAM		27. UNITED STATES OF AMERICA	28. AWARD DATE
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.			

NSN 7540-01-152-8064  
PREVIOUS EDITION NOT USABLE

**STANDARD FORM 33 (REV 9-97)**  
Prescribed by GSA

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

### **B.1 SCOPE OF SERVICES**

The Contractor shall provide passenger transportation services vehicle with driver for the American Embassy, Nairobi 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.....( Offer shall identify currency of offer)
- (f) **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.

### B.3.2 Price Schedule

#### B .3.2.1 Base Year Option Prices

##### i) Daily Rate Pricing

Sedan- Capacity 5, with Driver (unit)	A	B	A*B
	Price/unit	estimated number of units	extended price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

Minivan- Capacity 6-7, with Driver (unit)	A	B	A*B
	unit price	estimated number of units	extended price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

##### ii) Fixed Rate Pricing

TAXI SERVICES PRICE								
	Location	Estimated No. of trips per annum	SEDAN			MINIVAN		
			Unit price per trip	Total Cost	Estimated No. of trips per annum	Unit price per trip	Total Cost	
1	Embassy to Town Center	300			20			
2	Embassy to Upper hill	300			20			
3	Embassy to Government Offices	200			20			
4	Embassy to Lavington	25			10			
5	Embassy to Panafric Hotel	25			10			
6	Embassy to Belgian Embassy	25			10			
7	Embassy to Canadian	25			10			
8	Embassy to Ruaka	25			10			
9	Embassy to Naivasha Road	25			10			

10	Embassy to Windsor	25			10		
11	Embassy to Nairobi Hospital	25			10		
12	Embassy to Premier Academy	25			10		
13	Embassy to CDC Kemri	25			10		
14	Embassy to town/Upperhill	25			10		
15	Embassy to Nyari	25			10		
16	Embassy to Agha Khan	25			10		
17	Embassy to Spring Valley Peponi Rd.	25			10		
18	Embassy to Githurai 44/45	25			10		
19	Embassy to Industrial Area	25			10		
20	Embassy to Ngara	25			10		
21	Embassy to Toyota kenya/Nairobi West	25			10		
22	Embassy to Kitusuru	25			10		
23	Embassy to Kijabe, Executive Printers	25			10		
24	Embassy to Village Market	25			10		
25	Embassy to Sir Ali Muslim	25			10		
26	Embassy to Highridge	25			10		
27	Embassy to State House	50			20		
28	Embassy to Chadaria Industries	25			10		
29	Embassy to Bytech/Palm Bill Baricho	25			10		
30	Embassy to KWS Headquarter	25			10		
31	Embassy to JKIA via bypass	50			10		
32	Embassy to Wilson Airport	25			10		
33	Embassy to Westlands //Kileleshwa (including Riverside Drive) Area	25			10		
34	Embassy to Eastliegh/Eastlands Area	50			10		
35	Embassy to Runda/Rosslyn Ridge	200			20		
36	Embassy to Muthaiga	50			10		
37	Embassy to Nakumatt Junction	50			10		
38	Embassy to Parklands	50			10		
39	Embassy to Muthurwa	50			10		
40	Embassy to Gachie/Banana Areas	25			10		

41	Embassy to Ndenderu/Nyathuna/Limuru Areas	25			10		
42	Embassy to Lower Kabete/Wangige	25			10		
43	Embassy to Kabete	25			10		
44	Embassy to Hias Robin/Kilimani	25			10		
45	Embassy to Kangemi/Uthiru/Ndumbuini Areas	25			10		
46	Embassy to Kawangware	25			10		
47	Embassy to Dagoretti Market/Kikuyu	25			10		
48	Embassy to Dagoretti Corner/Kawangware	50			10		
49	Embassy to Hurlingham/Yaya Center/Kilimani Areas	50			10		
50	Embassy to Kibera/Olympic Estate	50			10		
51	Embassy to Lang'ata/Southlands/Otiende	25			10		
52	Embassy to Nairobi West/Madaraka Areas	25			10		
53	Embassy to Wilson Airport/Carnivore	50			10		
54	Embassy to South B & C Areas	25			10		
55	Embassy to Balozi, Muthaiga North	50			10		
56	Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas	50			10		
57	Embassy to KCCT Mbagathi/Ongata Rongai Areas	50			10		
58	Embassy to Ngong Road						
59	Embassy to Ngong/Kiserian/Matasia	50			10		
60	Embassy to Buruburu/Pioneer Estates	50			10		
61	Embassy to Donholm/Tena/Greenfields/Jacaranda Estates	50			10		
62	Embassy to Umoja/Innercore	38			10		

63	Embassy to Komarock/Kayole via town Areas	25			10		
64	Embassy to Ngumba Estate	25			10		
65	Embassy to Serena	25			10		
66	Embassy to Saika	25			10		
67	Embassy to Kasarani/Kariobangi South	25			10		
68	Embassy to Shanzu	25			10		
69	Embassy to Bahati	25			10		
70	Embasi to Jericho	25			10		
71	Embassy to Uhuru/Bahati	25			10		
72	Embassy to Dandora	25			10		
73	Embassy to Ruai	25			10		
74	Embassy to Safari Park	25			10		
75	Embassy to Kasarani.Mwiki	25			10		
76	Embassy to Zimmerman/Kahawa West Areas	25			10		
77	Embassy to Kenyatta University Area	50			10		
78	Embassy to Ridgeways/Thindigwa Est/ Kiambu Rd.	50			10		
79	Embassy to UNHCR	25			10		
80	Embassy to Upperhill,Community	25			10		
81	Embassy to Juja	25			10		
82	Embassy to Ruiru	100			20		
83	Embassy to Makongeni, Thika	50			10		
84	Embassy to Embakasi/Nyayo Highrise	25			10		
85	Embassy to Crowne Plaza, Upperhill	25			10		
86	Embassy to Kiambu Kanunga	25			10		
87	Embassy to Pangani/Jericho	25			10		
88	Embassy to Leristique	25			10		
89	Embassy to Landmark Plaza	25			10		
90	Embassy to Nyari/Yaya	25			10		
91	Embassy to Ruaka	25			10		
92	Embassy to Mucatha	25			10		
93	Embassy to Kinoo	25			10		
94	Embassy to Chadaria Industries	25			10		

95	Embassy to Capital West	25			10		
96	Embassy to Mugumo	25			10		
97	Embassy to Harambee	25			10		
98	Embassy to Milimani	25			10		
99	Embassy to Kawaida	25			10		
100	Embassy to Embakasi Warehouse	25			10		
101	Embassy to Runda/Gigiri	25			10		
102	Embassy to Kibagare	25			10		
103	Embassy to Thigiri	25			10		
104	Embassy to Laico Regency	25			10		
105	Westlands to Wilson Airport	25			10		
106	Westlands to Runda/Rosslyn Ridge	25			10		
107	Runda/Rosslyn Ridge to JKIA	25			10		
108	Runda/Rosslyn Ridge to Wilson Airport	25			10		
109	Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area	25			10		
110	Runda to Village Market	100			20		
111	Runda to Karen	100			20		
112	Runda/Rosslyn Ridge to Muthaiga	300			20		
113	Runda to Ruai	25			10		
114	Runda to Thigiri/Kiambu	25			10		
115	Runda to Mimosa	25			10		
116	Runda to Kawangware	25			10		
117	Ruaka to Kyuna	25			10		
118	JKIA to Dagoreti/Kikuyu	25			10		
119	JKIA to Dagoreti Corner/Kawangware	25			10		
120	JKIA to Kibera/Adams/Jamuhuri	25			10		
121	JKIA to Langata	25			10		
122	JKIA to Nairobi West/Madaraka	25			10		
123	JKIA to Carnivore	100			10		
124	JKIA to South B/C	25			10		
125	JKIA to Huruma/Kariobangi/Outering	25			10		

126	JKIA to Kasarani/Safari park/Zimmerman	25			10		
127	JKIA to KCCT Mbagathi/Rongai/Karen	25			10		
128	JKIA to Mwiki/Githurai	25			10		
129	JKIA to Buruburu	25			10		
130	JKIA to Donholm/Jacaranda/Green fields	25			10		
131	JKIA to Umoja	25			10		
132	JKIA to Kamarock/Kayole	25			10		
133	JKIA to NASCOP/Community	50			10		
134	JKIA to City Center	50			10		
135	JKIA to Westlands	50			10		
136	JKIA to Kabete/Uthiru	25			10		
137	JKIA to Kingeero/Wangige	25			10		
138	JKIA to Kangemi	25			10		
139	JKIA to Ruai	25			10		
140	JKIA to Dandora	25			10		
141	JKIA to Dagoreti Market	25			10		
142	JKIA to Hurlingham/Yaya/Kilimani	25			10		
143	JKIA to Kibera/Adams/Jamuhuri	25			10		
144	JKIA to Wilson/Carnivore	25			10		
145	JKIA to Sankara	25			10		
146	JKIA to Parklands	25			10		
147	JKIA to Ngong	25			10		
148	JKIA to Thigiri	25			10		
149	JKIA to Thindigua	25			10		
150	JKIA to Warehouse	25			10		
151	JKIA to Ridegeways	25			10		
152	JKIA to Rongai	25			10		
153	JKIA to NOB via bypass	25			10		
154	Fourways to Serena	25			10		
155	Wilson to CDC	50			10		
156	Wilson to NASCOP/Community	50			10		
157	Wilson to City Center	50			10		
158	Wilson to Kingeero/wangige	25			10		
159	Wilson to Kabete	25			10		
160	Wilson to Kangemi	25			10		

161	Wilson to Dandora	25			10		
162	Wilson to Ngong	25			10		
163	Wilson to Kitisuru	25			10		
164	Kiambu Close to Kasarani	25			10		
165	Kiambu to Dandora/Lone Tree	25			10		
166	Kileleshwa to Moundsmere	25			10		
167	Thigiri to Mini Market	25			10		
168	Thigiri Junction to Gachie	25			10		
169	Thigiri Lane to Gigiri	25			10		
170	Thigiri Lane to Muthaiga	25			10		
171	Thigiri Lane to Westlands	25			10		
172	Thigiri Lane to Aga Khan/Village Market	25			10		
173	Thigiri to Muthaiga/Village Market	25			10		
174	Thigiri Road/junction to Thigiri Lane	25			10		
175	Thigiri Lane to Red Hill	25			10		
176	Thigiri Lane to UNEP	25			10		
177	Thigiri Lane to Nakumatt Junction	25			10		
178	Thigiri Lane to Village Market/Mucatha	25			10		
179	Thigiri to Kasarani	25			10		
180	Thigiri to Alliance Francais	25			10		
181	Village to Sankara	25			10		
182	Rosslyn to Intercontinental	25			10		
183	Rosslyn to Lower Kabete	25			10		
184	Rosslyn to Kibera	25			10		
185	Rosslyn to Ruiru	25			10		
186	Rosslyn to Nyari	25			10		
187	Rosslyn to Athi River	25			10		
188	Rosslyn to Kawangware	25			10		
189	Muthaiga to Gachie/Kangemi	25			10		
190	Muthaiga to Dandora	25			10		
191	Muthaiga(Amb. Res) to Kileleshwa	25			10		
192	Muthaiga(Amb. Res) to Warehouse	25			10		
193	Muthaiga to Highridge/Thigiri	25			10		

194	Muthaiga to Village Market/Gachie	25			10		
195	Muthaiga to Balozi	25			10		
196	Muthaiga to Village Market/Mucatha	25			10		
197	Muthaiga to Thigiri Lane	25			10		
198	Muthaiga to Kyuna(Tate House)	25			10		
199	Muthaiga to Mobil Plaza	25			10		
200	Muthaiga to Kasarani	25			10		
201	Muthaiga to Dandora/Pipeline	25			10		
202	Muthaiga to Wangigie	25			10		
203	Mucatha to Peponi	25			10		
204	Gigiri to Dandora	25			10		
205	Gigiri to ISK	25			10		
206	Gigiri to Muchatha	25			10		
207	Gigiri to Saika	25			10		
208	Gigiri to Ngara	25			10		
209	Gigiri to Waiyaki Way	25			10		
210	Gigiri to Zimmerman	25			10		
211	Gigiri to Kayole	25			10		
212	Gigiri to Industrial Area	25			10		
213	Gigiri to CBD	25			10		
214	Gigiri KRA	25			10		
215	Gigiri to Pumbill Auto	25			10		
216	Gigiri to Alliance Francais	25			10		
217	Gigiri to Uthiru Muthua	25			10		
218	Gigiri Lobelia to Office of Deputy President	25			10		
219	Gachie to ISK	25			10		
220	Gigiri to Baraka Estate/Embakasi	25			10		
221	Gigiri to Westlands, Town, NOX	25			10		
222	Parklands to Town	25			10		
223	Spring Valley to Kianjogu	25			10		
224	Spring Valley to Karura	25			10		
225	Peponi to Kibera	25			10		
226	Riruta to Kibagare	25			10		
227	NOB to Ruiru	25			10		
228	NOB to MOFA/Westlands	25			10		
229	NOB to Kawangware	25			10		

230	Chancery to Indigo, Ngong Road	25			10		
231	KSMS to Fourways	25			10		
232	Ambassador's Residence to Kibagare	25			10		
233	Riverside to Kenyatta University	25			10		
234	Olive Garden to Parklands	25			10		
235	KBC to Java	25			10		
236	Loresho to Serena	25			10		
237	Kyuna to Kasarani/Sunton	25			10		
238	Loresho to Uhuru	25			10		
239	DT Dobie to Chancery	25			10		
<b>Total Estimated Cost</b>							

**iii) Waiting Charges applicable after one hour drop off (One hour leeway)**

<b>Sedan waiting charges (Units of 15 minutes)</b>	<b>A</b>	<b>B</b>	<b>A*B</b>
	<b>Unit Price</b>	<b>Estimated number of Units</b>	<b>Extended price</b>
1-15 (Unit)		50	
<b>Total Estimated Cost</b>			

<b>Minivan waiting charges (Units of 15 minutes)</b>	<b>A</b>	<b>B</b>	<b>A*B</b>
	<b>Unit Price</b>	<b>Estimated number of Units</b>	<b>Extended price</b>
1- 15 (Unit)		50	
<b>Total Estimated Cost</b>			

Base Year Total Estimated Amount (Daily, Fixed and Waiting Charges Rate Combined):

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### B .4.2.1 First Option Year Prices

#### i) Daily Rate Pricing

Sedan- Capacity 5, with Driver (unit)	A	B	A*B
	Price/unit	estimated number of units	extended price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

Minivan- Capacity 6-7, with Driver (unit)	A	B	A*B
	unit price	estimated number of units	extended price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

#### ii) Fixed Rate Pricing

TAXI SERVICES PRICE							
	Location	Estimated No. of trips per annum	SEDAN		Estimated No. of trips per annum	MINIVAN	
			Unit price per trip	Total Cost		Unit price per trip	Total Cost
1	Embassy to Town Center	300			20		
2	Embassy to Upperhill	300			20		
3	Embassy to Government Offices	200			20		
4	Embassy to Lavington	25			10		
5	Embassy to Panafric Hotel	25			10		
6	Embassy to Belgian Embassy	25			10		
7	Embassy to Canadian	25			10		
8	Embassy to Ruaka	25			10		
9	Embassy to Naivasha Road	25			10		
10	Embassy to Windsor	25			10		
11	Embassy to Nairobi Hospital	25			10		
12	Embassy to Premier Academy	25			10		
13	Embassy to CDC Kemri	25			10		

14	Embassy to town/Upperhill	25			10		
15	Embassy to Nyari	25			10		
16	Embassy to Agha Khan	25			10		
17	Embassy to Spring Valley Peponi Rd.	25			10		
18	Embassy to Githurai 44/45	25			10		
19	Embassy to Industrial Area	25			10		
20	Embassy to Ngara	25			10		
21	Embassy to Toyota kenya/Nairobi West	25			10		
22	Embassy to Kitusuru	25			10		
23	Embassy to Kijabe, Executive Printers	25			10		
24	Embassy to Village Market	25			10		
25	Embassy to Sir Ali Muslim	25			10		
26	Embassy to Highridge	25			10		
27	Embassy to State House	50			20		
28	Embassy to Chadaria Industries	25			10		
29	Embassy to Bytech/Palm Bill Baricho	25			10		
30	Embassy to KWS Headquarter	25			10		
31	Embassy to JKIA via bypass	50			10		
32	Embassy to Wilson Airport	25			10		
33	Embassy to Westlands //Kileleshwa (including Riverside Drive) Area	25			10		
34	Embassy to Eastliegh/Eastlands Area	50			10		
35	Embassy to Runda/Rosslyn Ridge	200			20		
36	Embassy to Muthaiga	50			10		
37	Embassy to Nakumatt Junction	50			10		
38	Embassy to Parklands	50			10		
39	Embassy to Muthurwa	50			10		
40	Embassy to Gachie/Banana Areas	25			10		
41	Embassy to Ndenderu/Nyathuna/Limuru Areas	25			10		
42	Embassy to Lower Kabete/Wangige	25			10		
43	Embassy to Kabete	25			10		

44	Embassy to Hias Robin/Kilimani	25			10		
45	Embassy to Kangemi/Uthiru/Ndumbuini Areas	25			10		
46	Embassy to Kawangware	25			10		
47	Embassy to Dagoretti Market/Kikuyu	25			10		
48	Embassy to Dagoretti Corner/Kawangware	50			10		
49	Embassy to Hurlingham/Yaya Center/Kilimani Areas	50			10		
50	Embassy to Kibera/Olympic Estate	50			10		
51	Embassy to Lang'ata/Southlands/Otiende	25			10		
52	Embassy to Nairobi West/Madaraka Areas	25			10		
53	Embassy to Wilson Airport/Carnivore	50			10		
54	Embassy to South B & C Areas	25			10		
55	Embassy to Balozi, Muthaiga North	50			10		
56	Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas	50			10		
57	Embassy to KCCT Mbagathi/Ongata Rongai Areas	50			10		
58	Embassy to Ngong Road						
59	Embassy to Ngong/Kiserian/Matasia	50			10		
60	Embassy to Buruburu/Pioneer Estates	50			10		
61	Embassy to Donholm/Tena/Greenfields/Jacaranda Estates	50			10		
62	Embassy to Umoja/Innercore	38			10		
63	Embassy to Komarock/Kayole via town Areas	25			10		
64	Embassy to Ngumba Estate	25			10		
65	Embassy to Serena	25			10		
66	Embassy to Saika	25			10		

67	Embassy to Kasarani/Kariobangi South	25			10		
68	Embassy to Shanzu	25			10		
69	Embassy to Bahati	25			10		
70	Embasi to Jericho	25			10		
71	Embassy to Uhuru/Bahati	25			10		
72	Embassy to Dandora	25			10		
73	Embassy to Ruai	25			10		
74	Embassy to Safari Park	25			10		
75	Embassy to Kasarani.Mwiki	25			10		
76	Embassy to Zimmerman/Kahawa West Areas	25			10		
77	Embassy to Kenyatta University Area	50			10		
78	Embassy to Ridgeways/Thindigwa Est/ Kiambu Rd.	50			10		
79	Embassy to UNHCR	25			10		
80	Embassy to Upperhill,Community	25			10		
81	Embassy to Juja	25			10		
82	Embassy to Ruiru	100			20		
83	Embassy to Makongeni, Thika	50			10		
84	Embassy to Embakasi/Nyayo Highrise	25			10		
85	Embassy to Crowne Plaza, Upperhill	25			10		
86	Embassy to Kiambu Kanunga	25			10		
87	Embassy to Pangani/Jericho	25			10		
88	Embassy to Leristique	25			10		
89	Embassy to Landmark Plaza	25			10		
90	Embassy to Nyari/Yaya	25			10		
91	Embassy to Ruaka	25			10		
92	Embassy to Mucatha	25			10		
93	Embassy to Kinoo	25			10		
94	Embassy to Chadaria Industries	25			10		
95	Embassy to Capital West	25			10		
96	Embassy to Mugumo	25			10		
97	Embassy to Harambee	25			10		
98	Embassy to Milimani	25			10		
99	Embassy to Kawaida	25			10		

100	Embassy to Embakasi Warehouse	25			10		
101	Embassy to Runda/Gigiri	25			10		
102	Embassy to Kibagare	25			10		
103	Embassy to Thigiri	25			10		
104	Embassy to Laico Regency	25			10		
105	Westlands to Wilson Airport	25			10		
106	Westlands to Runda/Rosslyn Ridge	25			10		
107	Runda/Rosslyn Ridge to JKIA	25			10		
108	Runda/Rosslyn Ridge to Wilson Airport	25			10		
109	Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area	25			10		
110	Runda to Village Market	100			20		
111	Runda to Karen	100			20		
112	Runda/Rosslyn Ridge to Muthaiga	300			20		
113	Runda to Ruai	25			10		
114	Runda to Thigiri/Kiambu	25			10		
115	Runda to Mimosa	25			10		
116	Runda to Kawangware	25			10		
117	Ruaka to Kyuna	25			10		
118	JKIA to Dagoreti/Kikuyu	25			10		
119	JKIA to Dagoreti Corner/Kawangware	25			10		
120	JKIA to Kibera/Adams/Jamuhuri	25			10		
121	JKIA to Langata	25			10		
122	JKIA to Nairobi West/Madaraka	25			10		
123	JKIA to Carnivore	100			10		
124	JKIA to South B/C	25			10		
125	JKIA to Huruma/Kariobangi/Outering	25			10		
126	JKIA to Kasarani/Safari park/Zimmerman	25			10		
127	JKIA to KCCT Mbagathi/Rongai/Karen	25			10		
128	JKIA to Mwiki/Githurai	25			10		

129	JKIA to Buruburu	25			10		
130	JKIA to Donholm/Jacaranda/Green fields	25			10		
131	JKIA to Umoja	25			10		
132	JKIA to Kamarock/Kayole	25			10		
133	JKIA to NASCOP/Community	50			10		
134	JKIA to City Center	50			10		
135	JKIA to Westlands	50			10		
136	JKIA to Kabete/Uthiru	25			10		
137	JKIA to Kingeero/Wangige	25			10		
138	JKIA to Kangemi	25			10		
139	JKIA to Ruai	25			10		
140	JKIA to Dandora	25			10		
141	JKIA to Dagoreti Market	25			10		
142	JKIA to Hurlingham/Yaya/Kilimani	25			10		
143	JKIA to Kibera/Adams/Jamuhuri	25			10		
144	JKIA to Wilson/Carnivore	25			10		
145	JKIA to Sankara	25			10		
146	JKIA to Parklands	25			10		
147	JKIA to Ngong	25			10		
148	JKIA to Thigiri	25			10		
149	JKIA to Thindigua	25			10		
150	JKIA to Warehouse	25			10		
151	JKIA to Ridgeways	25			10		
152	JKIA to Rongai	25			10		
153	JKIA to NOB via bypass	25			10		
154	Fourways to Serena	25			10		
155	Wilson to CDC	50			10		
156	Wilson to NASCOP/Community	50			10		
157	Wilson to City Center	50			10		
158	Wilson to Kingeero/wangige	25			10		
159	Wilson to Kabete	25			10		
160	Wilson to Kangemi	25			10		
161	Wilson to Dandora	25			10		
162	Wilson to Ngong	25			10		
163	Wilson to Kitisuru	25			10		
164	Kiambu Close to Kasarani	25			10		
165	Kiambu to Dandora/Lone Tree	25			10		

166	Kileleshwa to Moundsmere	25			10		
167	Thigiri to Mini Market	25			10		
168	Thigiri Junction to Gachie	25			10		
169	Thigiri Lane to Gigiri	25			10		
170	Thigiri Lane to Muthaiga	25			10		
171	Thigiri Lane to Westlands	25			10		
172	Thigiri Lane to Aga Khan/Village Market	25			10		
173	Thigiri to Muthaiga/Village Market	25			10		
174	Thigiri Road/junction to Thigiri Lane	25			10		
175	Thigiri Lane to Red Hill	25			10		
176	Thigiri Lane to UNEP	25			10		
177	Thigiri Lane to Nakumatt Junction	25			10		
178	Thigiri Lane to Village Market/Mucatha	25			10		
179	Thigiri to Kasarani	25			10		
180	Thigiri to Alliance Francais	25			10		
181	Village to Sankara	25			10		
182	Rosslyn to Intercontinental	25			10		
183	Rosslyn to Lower Kabete	25			10		
184	Rosslyn to Kibera	25			10		
185	Rosslyn to Ruiru	25			10		
186	Rosslyn to Nyari	25			10		
187	Rosslyn to Athi River	25			10		
188	Rosslyn to Kawangware	25			10		
189	Muthaiga to Gachie/Kangemi	25			10		
190	Muthaiga to Dandora	25			10		
191	Muthaiga(Amb. Res) to Kileleshwa	25			10		
192	Muthaiga(Amb. Res) to Warehouse	25			10		
193	Muthaiga to Highridge/Thigiri	25			10		
194	Muthaiga to Village Market/Gachie	25			10		
195	Muthaiga to Balozi	25			10		
196	Muthaiga to Village Market/Mucatha	25			10		
197	Muthaiga to Thigiri Lane	25			10		

198	Muthaiga to Kyuna(Tate House)	25			10		
199	Muthaiga to Mobil Plaza	25			10		
200	Muthaiga to Kasarani	25			10		
201	Muthaiga to Dandora/Pipeline	25			10		
202	Muthaiga to Wangigie	25			10		
203	Mucatha to Peponi	25			10		
204	Gigiri to Dandora	25			10		
205	Gigiri to ISK	25			10		
206	Gigiri to Muchatha	25			10		
207	Gigiri to Saika	25			10		
208	Gigiri to Ngara	25			10		
209	Gigiri to Waiyaki Way	25			10		
210	Gigiri to Zimmerman	25			10		
211	Gigiri to Kayole	25			10		
212	Gigiri to Industrial Area	25			10		
213	Gigiri to CBD	25			10		
214	Gigiri KRA	25			10		
215	Gigiri to Pumbill Auto	25			10		
216	Gigiri to Alliance Francais	25			10		
217	Gigiri to Uthiru Muthua	25			10		
218	Gigiri Lobelia to Office of Deputy President	25			10		
219	Gachie to ISK	25			10		
220	Gigiri to Baraka Estate/Embakasi	25			10		
221	Gigiri to Westlands, Town, NOX	25			10		
222	Parklands to Town	25			10		
223	Spring Valley to Kianjogu	25			10		
224	Spring Valley to Karura	25			10		
225	Peponi to Kibera	25			10		
226	Riruta to Kibagare	25			10		
227	NOB to Ruiru	25			10		
228	NOB to MOFA/Westlands	25			10		
229	NOB to Kawangware	25			10		
230	Chancery to Indigo, Ngong Road	25			10		
231	KSMS to Fourways	25			10		
232	Ambassador's Residence to Kibagare	25			10		

233	Riverside to Kenyatta University	25			10		
234	Olive Garden to Parklands	25			10		
235	KBC to Java	25			10		
236	Loresho to Serena	25			10		
237	Kyuna to Kasarani/Sunton	25			10		
238	Loresho to Uhuru	25			10		
239	DT Dobie to Chancery	25			10		
	<b>Total Estimated Cost</b>						

**iii) Waiting Charges applicable after one hour drop off (One hour leeway)**

Sedan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Extended price
1-15 (Unit)		50	
<b>Total Estimated Cost</b>			

Minivan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Extended price
1- 15 (Unit)		50	
<b>Total Estimated Cost</b>			

Option Year One Total Estimated Amount (Daily and Fixed Rate Combined): .....

## B .5.2.1 Second Option Year Prices

### i) Daily Rate Pricing

Sedan- Capacity 5, with Driver (unit)	A	B	A*B
	Price/unit	estimated number of units	extended price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

Minivan- Capacity 6-7, with Driver (unit)	A	B	A*B
	unit price	estimated number of units	extended price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

### ii) Fixed Rate Pricing

TAXI SERVICES PRICE							
			SEDAN			MINIVAN	
	Location	Estimated No. of trips per annum	Unit price per trip	Total Cost	Estimated No. of trips per annum	Unit price per trip	Total Cost
1	Embassy to Town Center	300			20		
2	Embassy to Upperhill	300			20		
3	Embassy to Government Offices	200			20		
4	Embassy to Lavington	25			10		
5	Embassy to Panafric Hotel	25			10		
6	Embassy to Belgian Embassy	25			10		
7	Embassy to Canadian	25			10		
8	Embassy to Ruaka	25			10		
9	Embassy to Naivasha Road	25			10		
10	Embassy to Windsor	25			10		
11	Embassy to Nairobi Hospital	25			10		

12	Embassy to Premier Academy	25			10		
13	Embassy to CDC Kemri	25			10		
14	Embassy to town/Upperhill	25			10		
15	Embassy to Nyari	25			10		
16	Embassy to Agha Khan	25			10		
17	Embassy to Spring Valley Peponi Rd.	25			10		
18	Embassy to Githurai 44/45	25			10		
19	Embassy to Industrial Area	25			10		
20	Embassy to Ngara	25			10		
21	Embassy to Toyota kenya/Nairobi West	25			10		
22	Embassy to Kitusuru	25			10		
23	Embassy to Kijabe, Executive Printers	25			10		
24	Embassy to Village Market	25			10		
25	Embassy to Sir Ali Muslim	25			10		
26	Embassy to Highridge	25			10		
27	Embassy to State House	50			20		
28	Embassy to Chadaria Industries	25			10		
29	Embassy to Bytech/Palm Bill Baricho	25			10		
30	Embassy to KWS Headquarter	25			10		
31	Embassy to JKIA via bypass	50			10		
32	Embassy to Wilson Airport	25			10		
33	Embassy to Westlands //Kileleshwa (including Riverside Drive) Area	25			10		
34	Embassy to Eastliegh/Eastlands Area	50			10		
35	Embassy to Runda/Rosslyn Ridge	200			20		
36	Embassy to Muthaiga	50			10		
37	Embassy to Nakumatt Junction	50			10		
38	Embassy to Parklands	50			10		
39	Embassy to Muthurwa	50			10		
40	Embassy to Gachie/Banana Areas	25			10		
41	Embassy to Ndenderu/Nyathuna/Limuru Areas	25			10		

42	Embassy to Lower Kabete/Wangige	25			10		
43	Embassy to Kabete	25			10		
44	Embassy to Hias Robin/Kilimani	25			10		
45	Embassy to Kangemi/Uthiru/Ndumbuini Areas	25			10		
46	Embassy to Kawangware	25			10		
47	Embassy to Dagoretti Market/Kikuyu	25			10		
48	Embassy to Dagoretti Corner/Kawangware	50			10		
49	Embassy to Hurlingham/Yaya Center/Kilimani Areas	50			10		
50	Embassy to Kibera/Olympic Estate	50			10		
51	Embassy to Lang'ata/Southlands/Otiende	25			10		
52	Embassy to Nairobi West/Madaraka Areas	25			10		
53	Embassy to Wilson Airport/Carnivore	50			10		
54	Embassy to South B & C Areas	25			10		
55	Embassy to Balozi, Muthaiga North	50			10		
56	Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas	50			10		
57	Embassy to KCCT Mbagathi/Ongata Rongai Areas	50			10		
58	Embassy to Ngong Road						
59	Embassy to Ngong/Kiserian/Matasia	50			10		
60	Embassy to Buruburu/Pioneer Estates	50			10		
61	Embassy to Donholm/Tena/Greenfields/Jacaranda Estates	50			10		
62	Embassy to Umoja/Innercore	38			10		
63	Embassy to Komarock/Kayole via town Areas	25			10		
64	Embassy to Ngumba Estate	25			10		

65	Embassy to Serena	25			10		
66	Embassy to Saika	25			10		
67	Embassy to Kasarani/Kariobangi South	25			10		
68	Embassy to Shanzu	25			10		
69	Embassy to Bahati	25			10		
70	Embasi to Jericho	25			10		
71	Embassy to Uhuru/Bahati	25			10		
72	Embassy to Dandora	25			10		
73	Embassy to Ruai	25			10		
74	Embassy to Safari Park	25			10		
75	Embassy to Kasarani.Mwiki	25			10		
76	Embassy to Zimmerman/Kahawa West Areas	25			10		
77	Embassy to Kenyatta University Area	50			10		
78	Embassy to Ridgeways/Thindigwa Est/ Kiambu Rd.	50			10		
79	Embassy to UNHCR	25			10		
80	Embassy to Upperhill,Community	25			10		
81	Embassy to Juja	25			10		
82	Embassy to Ruiru	100			20		
83	Embassy to Makongeni, Thika	50			10		
84	Embassy to Embakasi/Nyayo Highrise	25			10		
85	Embassy to Crowne Plaza, Upperhill	25			10		
86	Embassy to Kiambu Kanunga	25			10		
87	Embassy to Pangani/Jericho	25			10		
88	Embassy to Leristique	25			10		
89	Embassy to Landmark Plaza	25			10		
90	Embassy to Nyari/Yaya	25			10		
91	Embassy to Ruaka	25			10		
92	Embassy to Mucatha	25			10		
93	Embassy to Kinoo	25			10		
94	Embassy to Chadaria Industries	25			10		
95	Embassy to Capital West	25			10		
96	Embassy to Mugumo	25			10		
97	Embassy to Harambee	25			10		

98	Embassy to Milimani	25			10		
99	Embassy to Kawaida	25			10		
100	Embassy to Embakasi Warehouse	25			10		
101	Embassy to Runda/Gigiri	25			10		
102	Embassy to Kibagare	25			10		
103	Embassy to Thigiri	25			10		
104	Embassy to Laico Regency	25			10		
105	Westlands to Wilson Airport	25			10		
106	Westlands to Runda/Rosslyn Ridge	25			10		
107	Runda/Rosslyn Ridge to JKIA	25			10		
108	Runda/Rosslyn Ridge to Wilson Airport	25			10		
109	Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area	25			10		
110	Runda to Village Market	100			20		
111	Runda to Karen	100			20		
112	Runda/Rosslyn Ridge to Muthaiga	300			20		
113	Runda to Ruai	25			10		
114	Runda to Thigiri/Kiambu	25			10		
115	Runda to Mimosa	25			10		
116	Runda to Kawangware	25			10		
117	Ruaka to Kyuna	25			10		
118	JKIA to Dagoreti/Kikuyu	25			10		
119	JKIA to Dagoreti Corner/Kawangware	25			10		
120	JKIA to Kibera/Adams/Jamuhuri	25			10		
121	JKIA to Langata	25			10		
122	JKIA to Nairobi West/Madaraka	25			10		
123	JKIA to Carnivore	100			10		
124	JKIA to South B/C	25			10		
125	JKIA to Huruma/Kariobangi/Outering	25			10		
126	JKIA to Kasarani/Safari park/Zimmerman	25			10		

127	JKIA to KCCT Mbagathi/Rongai/Karen	25			10		
128	JKIA to Mwiki/Githurai	25			10		
129	JKIA to Buruburu	25			10		
130	JKIA to Donholm/Jacaranda/Green fields	25			10		
131	JKIA to Umoja	25			10		
132	JKIA to Kamarock/Kayole	25			10		
133	JKIA to NASCOP/Community	50			10		
134	JKIA to City Center	50			10		
135	JKIA to Westlands	50			10		
136	JKIA to Kabete/Uthiru	25			10		
137	JKIA to Kingeero/Wangige	25			10		
138	JKIA to Kangemi	25			10		
139	JKIA to Ruai	25			10		
140	JKIA to Dandora	25			10		
141	JKIA to Dagoreti Market	25			10		
142	JKIA to Hurlingham/Yaya/Kilimani	25			10		
143	JKIA to Kibera/Adams/Jamuhuri	25			10		
144	JKIA to Wilson/Carnivore	25			10		
145	JKIA to Sankara	25			10		
146	JKIA to Parklands	25			10		
147	JKIA to Ngong	25			10		
148	JKIA to Thigiri	25			10		
149	JKIA to Thindigua	25			10		
150	JKIA to Warehouse	25			10		
151	JKIA to Ridgeways	25			10		
152	JKIA to Rongai	25			10		
153	JKIA to NOB via bypass	25			10		
154	Fourways to Serena	25			10		
155	Wilson to CDC	50			10		
156	Wilson to NASCOP/Community	50			10		
157	Wilson to City Center	50			10		
158	Wilson to Kingeero/wangige	25			10		
159	Wilson to Kabete	25			10		
160	Wilson to Kangemi	25			10		
161	Wilson to Dandora	25			10		
162	Wilson to Ngong	25			10		

163	Wilson to Kitisuru	25			10		
164	Kiambu Close to Kasarani	25			10		
165	Kiambu to Dandora/Lone Tree	25			10		
166	Kileleshwa to Moundsmere	25			10		
167	Thigiri to Mini Market	25			10		
168	Thigiri Junction to Gachie	25			10		
169	Thigiri Lane to Gigiri	25			10		
170	Thigiri Lane to Muthaiga	25			10		
171	Thigiri Lane to Westlands	25			10		
172	Thigiri Lane to Aga Khan/Village Market	25			10		
173	Thigiri to Muthaiga/Village Market	25			10		
174	Thigiri Road/junction to Thigiri Lane	25			10		
175	Thigiri Lane to Red Hill	25			10		
176	Thigiri Lane to UNEP	25			10		
177	Thigiri Lane to Nakumatt Junction	25			10		
178	Thigiri Lane to Village Market/Mucatha	25			10		
179	Thigiri to Kasarani	25			10		
180	Thigiri to Alliance Francais	25			10		
181	Village to Sankara	25			10		
182	Rosslyn to Intercontinental	25			10		
183	Rosslyn to Lower Kabete	25			10		
184	Rosslyn to Kibera	25			10		
185	Rosslyn to Ruiru	25			10		
186	Rosslyn to Nyari	25			10		
187	Rosslyn to Athi River	25			10		
188	Rosslyn to Kawangware	25			10		
189	Muthaiga to Gachie/Kangemi	25			10		
190	Muthaiga to Dandora	25			10		
191	Muthaiga(Amb. Res) to Kileleshwa	25			10		
192	Muthaiga(Amb. Res) to Warehouse	25			10		
193	Muthaiga to Highridge/Thigiri	25			10		
194	Muthaiga to Village Market/Gachie	25			10		
195	Muthaiga to Balozi	25			10		

196	Muthaiga to Village Market/Mucatha	25			10		
197	Muthaiga to Thigiri Lane	25			10		
198	Muthaiga to Kyuna(Tate House)	25			10		
199	Muthaiga to Mobil Plaza	25			10		
200	Muthaiga to Kasarani	25			10		
201	Muthaiga to Dandora/Pipeline	25			10		
202	Muthaiga to Wangigie	25			10		
203	Mucatha to Peponi	25			10		
204	Gigiri to Dandora	25			10		
205	Gigiri to ISK	25			10		
206	Gigiri to Muchatha	25			10		
207	Gigiri to Saika	25			10		
208	Gigiri to Ngara	25			10		
209	Gigiri to Waiyaki Way	25			10		
210	Gigiri to Zimmerman	25			10		
211	Gigiri to Kayole	25			10		
212	Gigiri to Industrial Area	25			10		
213	Gigiri to CBD	25			10		
214	Gigiri KRA	25			10		
215	Gigiri to Pumbill Auto	25			10		
216	Gigiri to Alliance Francais	25			10		
217	Gigiri to Uthiru Muthua	25			10		
218	Gigiri Lobelia to Office of Deputy President	25			10		
219	Gachie to ISK	25			10		
220	Gigiri to Baraka Estate/Embakasi	25			10		
221	Gigiri to Westlands, Town, NOX	25			10		
222	Parklands to Town	25			10		
223	Spring Valley to Kianjogu	25			10		
224	Spring Valley to Karura	25			10		
225	Peponi to Kibera	25			10		
226	Riruta to Kibagare	25			10		
227	NOB to Ruiru	25			10		
228	NOB to MOFA/Westlands	25			10		
229	NOB to Kawangware	25			10		
230	Chancery to Indigo, Ngong Road	25			10		
231	KSMS to Fourways	25			10		

232	Ambassador's Residence to Kibagare	25			10		
233	Riverside to Kenyatta University	25			10		
234	Olive Garden to Parklands	25			10		
235	KBC to Java	25			10		
236	Loresho to Serena	25			10		
237	Kyuna to Kasarani/Sunton	25			10		
238	Loresho to Uhuru	25			10		
239	DT Dobie to Chancery	25			10		
	<b>Total Estimated Cost</b>						

**iii) Waiting Charges applicable after one hour drop off (One hour leeway)**

Sedan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Extended price
1-15 (Unit)		50	
<b>Total Estimated Cost</b>			

Minivan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Extended price
1- 15 (Unit)		50	
<b>Total Estimated Cost</b>			

Option Year Two Total Estimated Amount (Daily and Fixed Rate Combined): .....

### B .6.2.1 Third Option Year Prices

#### i) Daily Rate Pricing

#### i) Daily Rate Pricing

Sedan- Capacity 5, with Driver (unit)	A	B	A*B
	Price/unit	estimated number of units	extended price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

Minivan- Capacity 6-7, with Driver (unit)	A	B	A*B
	unit price	estimated number of units	extended price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

#### ii) Fixed Rate Pricing

TAXI SERVICES PRICE							
			SEDAN			MINIVAN	
	Location	Estimated No. of trips per annum	Unit price per trip	Total Cost	Estimated No. of trips per annum	Unit price per trip	Total Cost
1	Embassy to Town Center	300			20		
2	Embassy to Upperhill	300			20		
3	Embassy to Government Offices	200			20		
4	Embassy to Lavington	25			10		
5	Embassy to Panafric Hotel	25			10		
6	Embassy to Belgian Embassy	25			10		
7	Embassy to Canadian	25			10		
8	Embassy to Ruaka	25			10		
9	Embassy to Naivasha Road	25			10		
10	Embassy to Windsor	25			10		

11	Embassy to Nairobi Hospital	25			10		
12	Embassy to Premier Academy	25			10		
13	Embassy to CDC Kemri	25			10		
14	Embassy to town/Upperhill	25			10		
15	Embassy to Nyari	25			10		
16	Embassy to Agha Khan	25			10		
17	Embassy to Spring Valley Peponi Rd.	25			10		
18	Embassy to Githurai 44/45	25			10		
19	Embassy to Industrial Area	25			10		
20	Embassy to Ngara	25			10		
21	Embassy to Toyota kenya/Nairobi West	25			10		
22	Embassy to Kitusuru	25			10		
23	Embassy to Kijabe, Executive Printers	25			10		
24	Embassy to Village Market	25			10		
25	Embassy to Sir Ali Muslim	25			10		
26	Embassy to Highridge	25			10		
27	Embassy to State House	50			20		
28	Embassy to Chadaria Industries	25			10		
29	Embassy to Bytech/Palm Bill Baricho	25			10		
30	Embassy to KWS Headquarter	25			10		
31	Embassy to JKIA via bypass	50			10		
32	Embassy to Wilson Airport	25			10		
33	Embassy to Westlands //Kileleshwa (including Riverside Drive) Area	25			10		
34	Embassy to Eastliegh/Eastlands Area	50			10		
35	Embassy to Runda/Rosslyn Ridge	200			20		
36	Embassy to Muthaiga	50			10		
37	Embassy to Nakumatt Junction	50			10		
38	Embassy to Parklands	50			10		
39	Embassy to Muthurwa	50			10		
40	Embassy to Gachie/Banana Areas	25			10		
41	Embassy to Ndenderu/Nyathuna/Limuru Areas	25			10		

42	Embassy to Lower Kabete/Wangige	25			10		
43	Embassy to Kabete	25			10		
44	Embassy to Hias Robin/Kilimani	25			10		
45	Embassy to Kangemi/Uthiru/Ndumbuini Areas	25			10		
46	Embassy to Kawangware	25			10		
47	Embassy to Dagoretti Market/Kikuyu	25			10		
48	Embassy to Dagoretti Corner/Kawangware	50			10		
49	Embassy to Hurlingham/Yaya Center/Kilimani Areas	50			10		
50	Embassy to Kibera/Olympic Estate	50			10		
51	Embassy to Lang'ata/Southlands/Otiende	25			10		
52	Embassy to Nairobi West/Madaraka Areas	25			10		
53	Embassy to Wilson Airport/Carnivore	50			10		
54	Embassy to South B & C Areas	25			10		
55	Embassy to Balozi, Muthaiga North	50			10		
56	Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas	50			10		
57	Embassy to KCCT Mbagathi/Ongata Rongai Areas	50			10		
58	Embassy to Ngong Road						
59	Embassy to Ngong/Kiserian/Matasia	50			10		
60	Embassy to Buruburu/Pioneer Estates	50			10		
61	Embassy to Donholm/Tena/Greenfields/Jacaranda Estates	50			10		
62	Embassy to Umoja/Innercore	38			10		
63	Embassy to Komarock/Kayole via town Areas	25			10		
64	Embassy to Ngumba Estate	25			10		

65	Embassy to Serena	25			10		
66	Embassy to Saika	25			10		
67	Embassy to Kasarani/Kariobangi South	25			10		
68	Embassy to Shanzu	25			10		
69	Embassy to Bahati	25			10		
70	Embasi to Jericho	25			10		
71	Embassy to Uhuru/Bahati	25			10		
72	Embassy to Dandora	25			10		
73	Embassy to Ruai	25			10		
74	Embassy to Safari Park	25			10		
75	Embassy to Kasarani.Mwiki	25			10		
76	Embassy to Zimmerman/Kahawa West Areas	25			10		
77	Embassy to Kenyatta University Area	50			10		
78	Embassy to Ridgeways/Thindigwa Est/ Kiambu Rd.	50			10		
79	Embassy to UNHCR	25			10		
80	Embassy to Upperhill,Community	25			10		
81	Embassy to Juja	25			10		
82	Embassy to Ruiru	100			20		
83	Embassy to Makongeni, Thika	50			10		
84	Embassy to Embakasi/Nyayo Highrise	25			10		
85	Embassy to Crowne Plaza, Upperhill	25			10		
86	Embassy to Kiambu Kanunga	25			10		
87	Embassy to Pangani/Jericho	25			10		
88	Embassy to Leristique	25			10		
89	Embassy to Landmark Plaza	25			10		
90	Embassy to Nyari/Yaya	25			10		
91	Embassy to Ruaka	25			10		
92	Embassy to Mucatha	25			10		
93	Embassy to Kinoo	25			10		
94	Embassy to Chadaria Industries	25			10		
95	Embassy to Capital West	25			10		
96	Embassy to Mugumo	25			10		
97	Embassy to Harambee	25			10		

98	Embassy to Milimani	25			10		
99	Embassy to Kawaida	25			10		
100	Embassy to Embakasi Warehouse	25			10		
101	Embassy to Runda/Gigiri	25			10		
102	Embassy to Kibagare	25			10		
103	Embassy to Thigiri	25			10		
104	Embassy to Laico Regency	25			10		
105	Westlands to Wilson Airport	25			10		
106	Westlands to Runda/Rosslyn Ridge	25			10		
107	Runda/Rosslyn Ridge to JKIA	25			10		
108	Runda/Rosslyn Ridge to Wilson Airport	25			10		
109	Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area	25			10		
110	Runda to Village Market	100			20		
111	Runda to Karen	100			20		
112	Runda/Rosslyn Ridge to Muthaiga	300			20		
113	Runda to Ruai	25			10		
114	Runda to Thigiri/Kiambu	25			10		
115	Runda to Mimosa	25			10		
116	Runda to Kawangware	25			10		
117	Ruaka to Kyuna	25			10		
118	JKIA to Dagoreti/Kikuyu	25			10		
119	JKIA to Dagoreti Corner/Kawangware	25			10		
120	JKIA to Kibera/Adams/Jamuhuri	25			10		
121	JKIA to Langata	25			10		
122	JKIA to Nairobi West/Madaraka	25			10		
123	JKIA to Carnivore	100			10		
124	JKIA to South B/C	25			10		
125	JKIA to Huruma/Kariobangi/Outering	25			10		
126	JKIA to Kasarani/Safari park/Zimmerman	25			10		

127	JKIA to KCCT Mbagathi/Rongai/Karen	25			10		
128	JKIA to Mwiki/Githurai	25			10		
129	JKIA to Buruburu	25			10		
130	JKIA to Donholm/Jacaranda/Green fields	25			10		
131	JKIA to Umoja	25			10		
132	JKIA to Kamarock/Kayole	25			10		
133	JKIA to NASCOP/Community	50			10		
134	JKIA to City Center	50			10		
135	JKIA to Westlands	50			10		
136	JKIA to Kabete/Uthiru	25			10		
137	JKIA to Kingeero/Wangige	25			10		
138	JKIA to Kangemi	25			10		
139	JKIA to Ruai	25			10		
140	JKIA to Dandora	25			10		
141	JKIA to Dagoreti Market	25			10		
142	JKIA to Hurlingham/Yaya/Kilimani	25			10		
143	JKIA to Kibera/Adams/Jamuhuri	25			10		
144	JKIA to Wilson/Carnivore	25			10		
145	JKIA to Sankara	25			10		
146	JKIA to Parklands	25			10		
147	JKIA to Ngong	25			10		
148	JKIA to Thigiri	25			10		
149	JKIA to Thindigua	25			10		
150	JKIA to Warehouse	25			10		
151	JKIA to Ridgeways	25			10		
152	JKIA to Rongai	25			10		
153	JKIA to NOB via bypass	25			10		
154	Fourways to Serena	25			10		
155	Wilson to CDC	50			10		
156	Wilson to NASCOP/Community	50			10		
157	Wilson to City Center	50			10		
158	Wilson to Kingeero/wangige	25			10		
159	Wilson to Kabete	25			10		
160	Wilson to Kangemi	25			10		
161	Wilson to Dandora	25			10		
162	Wilson to Ngong	25			10		

163	Wilson to Kitisuru	25			10		
164	Kiambu Close to Kasarani	25			10		
165	Kiambu to Dandora/Lone Tree	25			10		
166	Kileleshwa to Moundsmere	25			10		
167	Thigiri to Mini Market	25			10		
168	Thigiri Junction to Gachie	25			10		
169	Thigiri Lane to Gigiri	25			10		
170	Thigiri Lane to Muthaiga	25			10		
171	Thigiri Lane to Westlands	25			10		
172	Thigiri Lane to Aga Khan/Village Market	25			10		
173	Thigiri to Muthaiga/Village Market	25			10		
174	Thigiri Road/junction to Thigiri Lane	25			10		
175	Thigiri Lane to Red Hill	25			10		
176	Thigiri Lane to UNEP	25			10		
177	Thigiri Lane to Nakumatt Junction	25			10		
178	Thigiri Lane to Village Market/Mucatha	25			10		
179	Thigiri to Kasarani	25			10		
180	Thigiri to Alliance Francais	25			10		
181	Village to Sankara	25			10		
182	Rosslyn to Intercontinental	25			10		
183	Rosslyn to Lower Kabete	25			10		
184	Rosslyn to Kibera	25			10		
185	Rosslyn to Ruiru	25			10		
186	Rosslyn to Nyari	25			10		
187	Rosslyn to Athi River	25			10		
188	Rosslyn to Kawangware	25			10		
189	Muthaiga to Gachie/Kangemi	25			10		
190	Muthaiga to Dandora	25			10		
191	Muthaiga(Amb. Res) to Kileleshwa	25			10		
192	Muthaiga(Amb. Res) to Warehouse	25			10		
193	Muthaiga to Highridge/Thigiri	25			10		
194	Muthaiga to Village Market/Gachie	25			10		
195	Muthaiga to Balozi	25			10		

196	Muthaiga to Village Market/Mucatha	25			10		
197	Muthaiga to Thigiri Lane	25			10		
198	Muthaiga to Kyuna(Tate House)	25			10		
199	Muthaiga to Mobil Plaza	25			10		
200	Muthaiga to Kasarani	25			10		
201	Muthaiga to Dandora/Pipeline	25			10		
202	Muthaiga to Wangigie	25			10		
203	Mucatha to Peponi	25			10		
204	Gigiri to Dandora	25			10		
205	Gigiri to ISK	25			10		
206	Gigiri to Muchatha	25			10		
207	Gigiri to Saika	25			10		
208	Gigiri to Ngara	25			10		
209	Gigiri to Waiyaki Way	25			10		
210	Gigiri to Zimmerman	25			10		
211	Gigiri to Kayole	25			10		
212	Gigiri to Industrial Area	25			10		
213	Gigiri to CBD	25			10		
214	Gigiri KRA	25			10		
215	Gigiri to Pumbill Auto	25			10		
216	Gigiri to Alliance Francais	25			10		
217	Gigiri to Uthiru Muthua	25			10		
218	Gigiri Lobelia to Office of Deputy President	25			10		
219	Gachie to ISK	25			10		
220	Gigiri to Baraka Estate/Embakasi	25			10		
221	Gigiri to Westlands, Town, NOX	25			10		
222	Parklands to Town	25			10		
223	Spring Valley to Kianjogu	25			10		
224	Spring Valley to Karura	25			10		
225	Peponi to Kibera	25			10		
226	Riruta to Kibagare	25			10		
227	NOB to Ruiru	25			10		
228	NOB to MOFA/Westlands	25			10		
229	NOB to Kawangware	25			10		
230	Chancery to Indigo, Ngong Road	25			10		
231	KSMS to Fourways	25			10		

232	Ambassador's Residence to Kibagare	25			10		
233	Riverside to Kenyatta University	25			10		
234	Olive Garden to Parklands	25			10		
235	KBC to Java	25			10		
236	Loresho to Serena	25			10		
237	Kyuna to Kasarani/Sunton	25			10		
238	Loresho to Uhuru	25			10		
239	DT Dobie to Chancery	25			10		
	<b>Total Estimated Cost</b>						

**iii) Waiting Charges applicable after one hour drop off (One hour leeway)**

Sedan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Extended price
1-15 (Unit)		50	
<b>Total Estimated Cost</b>			

Minivan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Extended price
1- 15 (Unit)		50	
<b>Total Estimated Cost</b>			

Option Year Three Total Estimated Amount (Daily and Fixed Rate Combined): .....

## B .7.2.1 Fourth Option Year Option Prices

### i) Daily Rate Pricing

Sedan- Capacity 5, with Driver (unit)	A	B	A*B
	Price/unit	estimated number of units	extended price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

Minivan- Capacity 6-7, with Driver (unit)	A	B	A*B
	unit price	estimated number of units	extended price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

### ii) Fixed Rate Pricing

TAXI SERVICES PRICE							
			SEDAN			MINIVAN	
	Location	Estimated No. of trips per annum	Unit price per trip	Total Cost	Estimated No. of trips per annum	Unit price per trip	Total Cost
1	Embassy to Town Center	300			20		
2	Embassy to Upperhill	300			20		
3	Embassy to Government Offices	200			20		
4	Embassy to Lavington	25			10		
5	Embassy to Panafric Hotel	25			10		
6	Embassy to Belgian Embassy	25			10		
7	Embassy to Canadian	25			10		
8	Embassy to Ruaka	25			10		
9	Embassy to Naivasha Road	25			10		
10	Embassy to Windsor	25			10		
11	Embassy to Nairobi Hospital	25			10		

12	Embassy to Premier Academy	25			10		
13	Embassy to CDC Kemri	25			10		
14	Embassy to town/Upperhill	25			10		
15	Embassy to Nyari	25			10		
16	Embassy to Agha Khan	25			10		
17	Embassy to Spring Valley Peponi Rd.	25			10		
18	Embassy to Githurai 44/45	25			10		
19	Embassy to Industrial Area	25			10		
20	Embassy to Ngara	25			10		
21	Embassy to Toyota kenya/Nairobi West	25			10		
22	Embassy to Kitusuru	25			10		
23	Embassy to Kijabe, Executive Printers	25			10		
24	Embassy to Village Market	25			10		
25	Embassy to Sir Ali Muslim	25			10		
26	Embassy to Highridge	25			10		
27	Embassy to State House	50			20		
28	Embassy to Chadaria Industries	25			10		
29	Embassy to Bytech/Palm Bill Baricho	25			10		
30	Embassy to KWS Headquarter	25			10		
31	Embassy to JKIA via bypass	50			10		
32	Embassy to Wilson Airport	25			10		
33	Embassy to Westlands //Kileleshwa (including Riverside Drive) Area	25			10		
34	Embassy to Eastliegh/Eastlands Area	50			10		
35	Embassy to Runda/Rosslyn Ridge	200			20		
36	Embassy to Muthaiga	50			10		
37	Embassy to Nakumatt Junction	50			10		
38	Embassy to Parklands	50			10		
39	Embassy to Muthurwa	50			10		
40	Embassy to Gachie/Banana Areas	25			10		
41	Embassy to Ndenderu/Nyathuna/Limuru Areas	25			10		

42	Embassy to Lower Kabete/Wangige	25			10		
43	Embassy to Kabete	25			10		
44	Embassy to Hias Robin/Kilimani	25			10		
45	Embassy to Kangemi/Uthiru/Ndumbuini Areas	25			10		
46	Embassy to Kawangware	25			10		
47	Embassy to Dagoretti Market/Kikuyu	25			10		
48	Embassy to Dagoretti Corner/Kawangware	50			10		
49	Embassy to Hurlingham/Yaya Center/Kilimani Areas	50			10		
50	Embassy to Kibera/Olympic Estate	50			10		
51	Embassy to Lang'ata/Southlands/Otiende	25			10		
52	Embassy to Nairobi West/Madaraka Areas	25			10		
53	Embassy to Wilson Airport/Carnivore	50			10		
54	Embassy to South B & C Areas	25			10		
55	Embassy to Balozi, Muthaiga North	50			10		
56	Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas	50			10		
57	Embassy to KCCT Mbagathi/Ongata Rongai Areas	50			10		
58	Embassy to Ngong Road						
59	Embassy to Ngong/Kiserian/Matasia	50			10		
60	Embassy to Buruburu/Pioneer Estates	50			10		
61	Embassy to Donholm/Tena/Greenfields/Jacaranda Estates	50			10		
62	Embassy to Umoja/Innercore	38			10		
63	Embassy to Komarock/Kayole via town Areas	25			10		
64	Embassy to Ngumba Estate	25			10		

65	Embassy to Serena	25			10		
66	Embassy to Saika	25			10		
67	Embassy to Kasarani/Kariobangi South	25			10		
68	Embassy to Shanzu	25			10		
69	Embassy to Bahati	25			10		
70	Embasi to Jericho	25			10		
71	Embassy to Uhuru/Bahati	25			10		
72	Embassy to Dandora	25			10		
73	Embassy to Ruai	25			10		
74	Embassy to Safari Park	25			10		
75	Embassy to Kasarani.Mwiki	25			10		
76	Embassy to Zimmerman/Kahawa West Areas	25			10		
77	Embassy to Kenyatta University Area	50			10		
78	Embassy to Ridgeways/Thindigwa Est/ Kiambu Rd.	50			10		
79	Embassy to UNHCR	25			10		
80	Embassy to Upperhill,Community	25			10		
81	Embassy to Juja	25			10		
82	Embassy to Ruiru	100			20		
83	Embassy to Makongeni, Thika	50			10		
84	Embassy to Embakasi/Nyayo Highrise	25			10		
85	Embassy to Crowne Plaza, Upperhill	25			10		
86	Embassy to Kiambu Kanunga	25			10		
87	Embassy to Pangani/Jericho	25			10		
88	Embassy to Leristique	25			10		
89	Embassy to Landmark Plaza	25			10		
90	Embassy to Nyari/Yaya	25			10		
91	Embassy to Ruaka	25			10		
92	Embassy to Mucatha	25			10		
93	Embassy to Kinoo	25			10		
94	Embassy to Chadaria Industries	25			10		
95	Embassy to Capital West	25			10		
96	Embassy to Mugumo	25			10		
97	Embassy to Harambee	25			10		

98	Embassy to Milimani	25			10		
99	Embassy to Kawaida	25			10		
100	Embassy to Embakasi Warehouse	25			10		
101	Embassy to Runda/Gigiri	25			10		
102	Embassy to Kibagare	25			10		
103	Embassy to Thigiri	25			10		
104	Embassy to Laico Regency	25			10		
105	Westlands to Wilson Airport	25			10		
106	Westlands to Runda/Rosslyn Ridge	25			10		
107	Runda/Rosslyn Ridge to JKIA	25			10		
108	Runda/Rosslyn Ridge to Wilson Airport	25			10		
109	Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area	25			10		
110	Runda to Village Market	100			20		
111	Runda to Karen	100			20		
112	Runda/Rosslyn Ridge to Muthaiga	300			20		
113	Runda to Ruai	25			10		
114	Runda to Thigiri/Kiambu	25			10		
115	Runda to Mimosa	25			10		
116	Runda to Kawangware	25			10		
117	Ruaka to Kyuna	25			10		
118	JKIA to Dagoreti/Kikuyu	25			10		
119	JKIA to Dagoreti Corner/Kawangware	25			10		
120	JKIA to Kibera/Adams/Jamuhuri	25			10		
121	JKIA to Langata	25			10		
122	JKIA to Nairobi West/Madaraka	25			10		
123	JKIA to Carnivore	100			10		
124	JKIA to South B/C	25			10		
125	JKIA to Huruma/Kariobangi/Outering	25			10		
126	JKIA to Kasarani/Safari park/Zimmerman	25			10		

127	JKIA to KCCT Mbagathi/Rongai/Karen	25			10		
128	JKIA to Mwiki/Githurai	25			10		
129	JKIA to Buruburu	25			10		
130	JKIA to Donholm/Jacaranda/Green fields	25			10		
131	JKIA to Umoja	25			10		
132	JKIA to Kamarock/Kayole	25			10		
133	JKIA to NASCOP/Community	50			10		
134	JKIA to City Center	50			10		
135	JKIA to Westlands	50			10		
136	JKIA to Kabete/Uthiru	25			10		
137	JKIA to Kingeero/Wangige	25			10		
138	JKIA to Kangemi	25			10		
139	JKIA to Ruai	25			10		
140	JKIA to Dandora	25			10		
141	JKIA to Dagoreti Market	25			10		
142	JKIA to Hurlingham/Yaya/Kilimani	25			10		
143	JKIA to Kibera/Adams/Jamuhuri	25			10		
144	JKIA to Wilson/Carnivore	25			10		
145	JKIA to Sankara	25			10		
146	JKIA to Parklands	25			10		
147	JKIA to Ngong	25			10		
148	JKIA to Thigiri	25			10		
149	JKIA to Thindigua	25			10		
150	JKIA to Warehouse	25			10		
151	JKIA to Ridgeways	25			10		
152	JKIA to Rongai	25			10		
153	JKIA to NOB via bypass	25			10		
154	Fourways to Serena	25			10		
155	Wilson to CDC	50			10		
156	Wilson to NASCOP/Community	50			10		
157	Wilson to City Center	50			10		
158	Wilson to Kingeero/wangige	25			10		
159	Wilson to Kabete	25			10		
160	Wilson to Kangemi	25			10		
161	Wilson to Dandora	25			10		
162	Wilson to Ngong	25			10		

163	Wilson to Kitisuru	25			10		
164	Kiambu Close to Kasarani	25			10		
165	Kiambu to Dandora/Lone Tree	25			10		
166	Kileleshwa to Moundsmere	25			10		
167	Thigiri to Mini Market	25			10		
168	Thigiri Junction to Gachie	25			10		
169	Thigiri Lane to Gigiri	25			10		
170	Thigiri Lane to Muthaiga	25			10		
171	Thigiri Lane to Westlands	25			10		
172	Thigiri Lane to Aga Khan/Village Market	25			10		
173	Thigiri to Muthaiga/Village Market	25			10		
174	Thigiri Road/junction to Thigiri Lane	25			10		
175	Thigiri Lane to Red Hill	25			10		
176	Thigiri Lane to UNEP	25			10		
177	Thigiri Lane to Nakumatt Junction	25			10		
178	Thigiri Lane to Village Market/Mucatha	25			10		
179	Thigiri to Kasarani	25			10		
180	Thigiri to Alliance Francais	25			10		
181	Village to Sankara	25			10		
182	Rosslyn to Intercontinental	25			10		
183	Rosslyn to Lower Kabete	25			10		
184	Rosslyn to Kibera	25			10		
185	Rosslyn to Ruiru	25			10		
186	Rosslyn to Nyari	25			10		
187	Rosslyn to Athi River	25			10		
188	Rosslyn to Kawangware	25			10		
189	Muthaiga to Gachie/Kangemi	25			10		
190	Muthaiga to Dandora	25			10		
191	Muthaiga(Amb. Res) to Kileleshwa	25			10		
192	Muthaiga(Amb. Res) to Warehouse	25			10		
193	Muthaiga to Highridge/Thigiri	25			10		
194	Muthaiga to Village Market/Gachie	25			10		
195	Muthaiga to Balozi	25			10		

196	Muthaiga to Village Market/Mucatha	25			10		
197	Muthaiga to Thigiri Lane	25			10		
198	Muthaiga to Kyuna(Tate House)	25			10		
199	Muthaiga to Mobil Plaza	25			10		
200	Muthaiga to Kasarani	25			10		
201	Muthaiga to Dandora/Pipeline	25			10		
202	Muthaiga to Wangigie	25			10		
203	Mucatha to Peponi	25			10		
204	Gigiri to Dandora	25			10		
205	Gigiri to ISK	25			10		
206	Gigiri to Muchatha	25			10		
207	Gigiri to Saika	25			10		
208	Gigiri to Ngara	25			10		
209	Gigiri to Waiyaki Way	25			10		
210	Gigiri to Zimmerman	25			10		
211	Gigiri to Kayole	25			10		
212	Gigiri to Industrial Area	25			10		
213	Gigiri to CBD	25			10		
214	Gigiri KRA	25			10		
215	Gigiri to Pumbill Auto	25			10		
216	Gigiri to Alliance Francais	25			10		
217	Gigiri to Uthiru Muthua	25			10		
218	Gigiri Lobelia to Office of Deputy President	25			10		
219	Gachie to ISK	25			10		
220	Gigiri to Baraka Estate/Embakasi	25			10		
221	Gigiri to Westlands, Town, NOX	25			10		
222	Parklands to Town	25			10		
223	Spring Valley to Kianjogu	25			10		
224	Spring Valley to Karura	25			10		
225	Peponi to Kibera	25			10		
226	Riruta to Kibagare	25			10		
227	NOB to Ruiru	25			10		
228	NOB to MOFA/Westlands	25			10		
229	NOB to Kawangware	25			10		
230	Chancery to Indigo, Ngong Road	25			10		
231	KSMS to Fourways	25			10		

232	Ambassador's Residence to Kibagare	25			10		
233	Riverside to Kenyatta University	25			10		
234	Olive Garden to Parklands	25			10		
235	KBC to Java	25			10		
236	Loresho to Serena	25			10		
237	Kyuna to Kasarani/Sunton	25			10		
238	Loresho to Uhuru	25			10		
239	DT Dobie to Chancery	25			10		
	<b>Total Estimated Cost</b>						

**iii) Waiting Charges applicable after one hour drop off (One hour leeway)**

Sedan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Extended price
1-15 (Unit)		50	
<b>Total Estimated Cost</b>			

Minivan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Extended price
1- 15 (Unit)		50	
<b>Total Estimated Cost</b>			

Option Year Four Total Estimated Amount (Daily and Fixed Rate Combined): .....

**Estimated Grand Total (Daily, Fixed and Waiting Charges Rate Combined):**

.....

\* This estimated amount is based on total estimated Government 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.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.

B.3.2.2: If the specified numbers of sedans or minivans on a Task Order(s) are not available, a larger vehicle may be substituted. 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 the type of vehicle ordered by the Government in the Task Order.

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 per route at a fixed rate. The list of locations (route) is not comprehensive and there shall be a quarterly review. When there is a new route/destination required at least **five (5)** times during the quarter. The contractor shall provide a proposed rate for this route/destination.

#### 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 Kshs 500.00. 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 Kshs 100,000,000.00. 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 American Embassy, Nairobi. The Contractor shall provide all managerial, administrative, direct labor personnel, vehicles, drivers, 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.

### 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 *American Embassy Nairobi*

“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 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 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.3.3 Documentation of Usage. Each driver shall obtain a certifying signature from the vehicle user on Transfer Receipt at the end of each service. The Contractor shall attach this form to the invoice as a supporting document to verify the 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 and in excellent condition with air-conditioning, central Locking and seat belts for all passengers. The vehicles shall be of low mileage use, not to exceed either 100,000 KM and not to exceed six years of age. There shall be adequate documented evidence of regular vehicle servicing at every 5000KM or less. The vehicles shall be on reliable, 24 hour tracking system. The company providing the tracking services shall also be in operation 24 hours/day. Suspension systems and body work inclusive of interior upholstery shall be in excellent condition and presentable. All seat belts and the Air conditioning shall be in working condition. The vehicle shall always have a minimum half tank of fuel/ gas and all vehicles shall always be clean. The Contractor shall provide registration numbers before the vehicles are used.

<u>Type</u>	<u>Size and Description</u>
1. Sedans/ Saloon	Four door, capable of carrying four passengers
2. Minivans	Capable of carrying 6 to 7 passengers

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 or 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. The contractor's dispatch office shall be manned 24 hours daily and equipped with a minimum of three landline telephones and three cellular. Two thirds (2/3) of these shall be in good working condition at any one time. Drivers shall be instructed that they cannot receive a call nor make a call while the vehicle is in motion and they are carrying a passenger from the US Embassy; they must pull off the road to receive or to make a call.

## **C.6 DISPATCH POINTS**

C.6.1 Dispatch points will be stated in each individual task order. Examples of possible hotels and venues include the following:

- Embassy to Town Center
- Embassy to Upperhill
- Embassy to Government Offices
- Embassy to Lavington
- Embassy to Panafric Hotel
- Embassy to Belgian Embassy
- Embassy to Canadian
- Embassy to Ruaka
- Embassy to Naivasha Road
- Embassy to Windsor
- Embassy to Nairobi Hospital
- Embassy to Premier Academy
- Embassy to CDC Kemri
- Embassy to town/Upperhill
- Embassy to Nyari
- Embassy to Agha Khan
- Embassy to Spring Valley Peponi Rd.
- Embassy to Githurai 44/45
- Embassy to Industrial Area
- Embassy to Ngara
- Embassy to Toyota kenya/Nairobi West
- Embassy to Kitusuru
- Embassy to Kijabe, Executive Printers
- Embassy to Village Market
- Embassy to Sir Ali Muslim
- Embassy to Highridge
- Embassy to State House
- Embassy to Chadaria Industries
- Embassy to Bytech/Palm Bill Baricho
- Embassy to KWS Headquarter
- Embassy to JKIA via bypass
- Embassy to Wilson Airport
- Embassy to Westlands //Kileleshwa (including Riverside Drive) Area
- Embassy to Eastliegh/Eastlands Area

- Embassy to Runda/Rosslyn Ridge
- Embassy to Muthaiga
- Embassy to Nakumatt Junction
- Embassy to Parklands
- Embassy to Muthurwa
- Embassy to Gachie/Banana Areas
- Embassy to Ndenderu/Nyathuna/Limuru Areas
- Embassy to Lower Kabete/Wangige
- Embassy to Kabete
- Embassy to Hias Robin/Kilimani
- Embassy to Kangemi/Uthiru/Ndumbuini Areas
- Embassy to Kawangware
- Embassy to Dagoretti Market/Kikuyu
- Embassy to Dagoretti Corner/Kawangware
- Embassy to Hurlingham/Yaya Center/Kilimani Areas
- Embassy to Kibera/Olympic Estate
- Embassy to Lang'ata/Southlands/Otiende
- Embassy to Nairobi West/Madaraka Areas
- Embassy to Wilson Airport/Carnivore
- Embassy to South B & C Areas
- Embassy to Balozi, Muthaiga North
- Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas
- Embassy to KCCT Mbagathi/Ongata Rongai Areas
- Embassy to Ngong Road
- Embassy to Ngong/Kiserian/Matasia
- Embassy to Buruburu/Pioneer Estates
- Embassy to Donholm/Tena/Greenfields/Jacaranda Estates
- Embassy to Umoja/Innercore
- Embassy to Komarock/Kayole via town Areas
- Embassy to Ngumba Estate
- Embassy to Serena
- Embassy to Saika
- Embassy to Kasarani/Kariobangi South
- Embassy to Shanzu
- Embassy to Bahati

- Embasi to Jericho
- Embassy to Uhuru/Bahati
- Embassy to Dandora
- Embassy to Ruai
- Embassy to Safari Park
- Embassy to Kasarani.Mwiki
- Embassy to Zimmerman/Kahawa West Areas
- Embassy to Kenyatta University Area
- Embassy to Ridgeways/Thindigwa Est/ Kiambu Rd.
- Embassy to UNHCR
- Embassy to Upperhill,Community
- Embassy to Juja
- Embassy to Ruiru
- Embassy to Makongeni, Thika
- Embassy to Embakasi/Nyayo Highrise
- Embassy to Crowne Plaza, Upperhill
- Embassy to Kiambu Kanunga
- Embassy to Pangani/Jericho
- Embassy to Leristique
- Embassy to Landmark Plaza
- Embassy to Nyari/Yaya
- Embassy to Ruaka
- Embassy to Mucatha
- Embassy to Kinoo
- Embassy to Chadaria Industries
- Embassy to Capital West
- Embassy to Mugumo
- Embassy to Harambee
- Embassy to Milimani
- Embassy to Kawaida
- Embassy to Embakasi Warehouse
- Embassy to Runda/Gigiri
- Embassy to Kibagare
- Embassy to Thigiri
- Embassy to Laico Regency
- Westlands to Wilson Airport
- Westlands to Runda/Rosslyn Ridge
- Runda/Rosslyn Ridge to JKIA
- Runda/Rosslyn Ridge to Wilson Airport

- Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area
- Runda to Village Market
- Runda to Karen
- Runda/Rosslyn Ridge to Muthaiga

C.6.2 Level of Service. Vehicles shall be available to pick up passengers at the dispatch points listed in individual task orders within Fifteen (15) minutes of a request being made by the authorized requester. Vehicles shall be available to pick up passengers at the Jomo Kenyatta International Airport, Embakasi environs, Wilson Airport and downtown Nairobi (Central Business unit) within Twenty (20) minutes of the request from the authorized requester.

## 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.

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. A minimum of four years high school (O-level) academic qualifications
  3. Local knowledge - Be completely familiar with locations indicated in section C 6.1 so as to know alternate routes shall primary route be impassable or otherwise not the best alternative at any given time.
  4. The drivers shall be able to demonstrate they have at least three years' experience working as a professional driver within Nairobi
  5. License - Possess a Valid Certificate of Good Conduct, Kenyan PSV and Driving license class BCE
1. for sedans and passenger vans/shuttles.

C.7.4 Training. The Contractor shall provide training for all drivers in areas such as operating procedures and communication equipment/systems.

**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.

<b>Performance Objective</b>	<b>PWS Para</b>	<b>Performance Threshold</b>
<b><u>Services.</u></b> 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 shall immediately contact the COR in writing.

(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 followed by an email.

(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>
<b>52.242-15</b>	<b>Stop Work Order (AUG 1989)</b>
52.242.17	Government Delay of Work (APR 1984)

### F.2 PERIOD OF PERFORMANCE

F.2.1 The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with **4**, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.2.2 The Government may extend this contract for up to four (4) additional 12-months periods in accordance with the option clause in Section I. 52.217-9, Option to Extend the Term of the Contract, which also specifies the total duration of this contract. See also Section I, FAR 52.217-8, Option to Extend Services, for up to an additional six months of optional performance, if required by the Government.

### F.3 NOTICE TO PROCEED

After contract award and submission of insurance certificates, the Contractor shall be sent a Notice to Proceed. That Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start

## 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 Supervisor Motor Pool

#### 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 attach Transfer Receipt to the monthly invoices and submit it to the COR. Contractor shall submit invoices monthly in an original and one (1) copy to the Contracting' Officer's Representative (COR) at the following address:

American Embassy  
United Nation Avenue, Gigiri  
P.O Box 606-00621  
Nairobi

### 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) Task Order Number;
- (2) Description, type and number of vehicles, Trips and/or daily rate, number of days/trips provided, and total amount.
- (3) Applicable Task Order as well as the Transfer Receipt to support the number of trips worked with an approving signature of an appropriate company officer.

G.2.4 Payment. The Government will make all payments in currency stated in b.3.1 (e)

### G.3 ORDERING

G.3.1 Orders. All services under this contract shall be ordered on a Task 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 shall 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.

## 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. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

H.1.2 Time Requirements. Within five days after contract award, the Contractor shall submit the following minimum number of names for drivers for the types of vehicles listed below:

<u>Type of Vehicle</u>	<u>Minimum Number of Drivers</u>
Sedan/minivan	<u>50</u>

H.1.3 Identity Cards. The Contractor shall issue identity cards to their personnel, after they are approved. Contractor personnel shall display identify card(s) at all times while providing services under this contract. The Contractor shall provide a sample identity card to the COR within 10 days after contract award.

### 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. The drivers are also not allowed to smoke in the vehicles. The vehicles shall be smoke free.

(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 shall be in good general health without physical disabilities that would interfere with the acceptable performance of their duties. . 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 shall 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 stated in US Dollars:

Per Occurrence        \$ 30,000.00

Cumulative            \$(Unlimited)

(2) Property Damage stated in US Dollars:

Per Occurrence        \$ 30,000.00

Cumulative            \$(Unlimited)

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 incidental 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 is the designated ordering individual for this contract.

#### H.8 RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS

(February 28, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a Recruitment Plan as part of the proposal. Contractors providing employer furnished housing are required to submit a Housing Plan.

##### 2. Recruitment Plan

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.

- b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
- c. Provide sample recruitment agreement in English.
- d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.
- e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
- f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
- g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
- h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a Housing Plan if the contractor intends to provide employer furnished housing for TCNs. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

- a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.
- b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.
- c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/g/tip> or from the Contracting Officer.
- d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

- e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at [OIGHOTLINE@STATE.GOV](mailto:OIGHOTLINE@STATE.GOV). 3
- f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.
- g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.
- h. The contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

## 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/vffara.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" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- 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 CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-5 TRADE AGREEMENTS (NOV 2013)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 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 INSTALLATION (JAN 1997)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 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)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-25 PROMPT PAYMENT (JUL 2013)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.233-1 DISPUTES (MAY 2014), *Alternate I (DEC 1991)*
- 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 (AUG 1987), *Alternate I (APR 1984)*
- 52.244-6 SUBCONTRACTOR AND COMMERCIAL ITEMS (JULY 2014)
- 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)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

The following Federal Acquisition Regulation clause(s) is/are included in full text:

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any services to be furnished under this contract shall be ordered by issuance of 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 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, 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)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one/1 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--
- (1) Any order for a single item in excess of fifty (50) trips for Sedan, sixty (60) trips for Minivan per day;
  - (2) Any order for a combination of items in excess of one hundred and ten (110) trips per day; or
  - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the 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 after the contract termination date.

I.5 RESERVED

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

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

(a) The Optional Form (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*.

(End of clause)

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.

(End of clause)

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. Shall 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.

(End of clause)

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

(a) The Department of State observes the following days as holidays in year 2015

<b>Day/Date</b>	<b>Holiday</b>	<b>Remark</b>
Thursday, January 1	New Year's Day	American/Kenyan
Monday, January 19	Birthday of Martin Luther King, Jr.	American
Monday, February 16	Washington's Birthday	American
Friday, April 3	Good Friday	Kenyan
Monday, April 6	Easter Monday	Kenyan
Friday, May 1	Labour Day	Kenyan
Monday, May 25	Memorial Day	American
Monday, June 1	Madaraka Day	Kenyan
Friday, July 3	Independence Day	American
Saturday, July 18	Idd ul Fitr *	Kenyan
Monday, September 7	Labor Day	American
Monday, October 12	Columbus Day	American
Tuesday, October 20	Mashujaa Day	Kenyan
Wednesday, November 11	Veterans Day	American
Thursday, November 26	Thanksgiving Day	American
Saturday, December 12	Jamhuri Day **	Kenyan
Friday, December 25	Christmas Day	American/Kenyan

\*Yet to be confirmed, Idd ul Fitr will be observed as a public holiday subject to the sighting of the moon and as announced by the Chief Kadhi.

\*\* Jamhuri Day is on Saturday December 12 and as such, there will be no day off from work for this holiday.

\*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, if the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

(e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

(End of clause)

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.

(End of 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 shall be made in writing by the Contracting Officer.

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 LIST OF ATTACHMENTS

#### EXHIBIT A – Sample of Task Order OF347

<b>ORDER FOR SUPPLIES OR SERVICES</b>						Page 1 of Pages
<b>IMPORTANT:</b> Mark all packages and papers with contract and/or order numbers.						
1. Date of Order	2. Contract No. (If any)	6. Ship To:				
3. Order No.	4. Requisition/Reference No.	a. Name of Consignee				
5. Issuing Office (Address Correspondence to)		b. Street Address				
7. TO:		c. City	d. State	e. Zip Code		
a. Name of Contractor		f. Ship VIA				
b. Company Name		8. Type of Order				
c. Street Address		<input type="checkbox"/> a. PURCHASE REF YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			<input type="checkbox"/> b. DELIVERY --Except for billing instructions on the reverse, this task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. City	e. State	f. Zip Code				
9. Accounting and Appropriation Data		10. Requisition Office				
11. Business Classification (Check appropriate box(es))						
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> d. WOMEN-OWNED
12. FOB Point		14. Government B/L No.	15. Deliver to F.O.B. Point on or Before (Date)		16. Discount Terms	
13. Place of						
a. Inspection	b. Acceptance					

17. SCHEDULE

Item No (a)	Supplies or Services (b)	Quantity Ordered(c)	Unit (d)	Unit Price (e)	Amount (f)	Quantity Accepted (g)	
<p><i>See Billing Instruction On Reverse</i></p>	18. Shipping Point	19. Gross Shipping Weight	20. Invoice No.			17(h) TOT. (Cont. pages)	
	21. Mail Invoice To:						
	a. Name						
	b. Street Address						17(i) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature)	c. City		d. State	e. Zip Code			
	23. NAME (Typed)						
					TITLE: Contracting Officer		

Optional Form 347

## **EXHIBIT B**

### **CONTRACTOR FURNISHED PROPERTY**

The Contractor shall provide vehicles with drivers, communication equipment (radios, cellular phones, pagers), or administrative items required for performance under this contract. The Contractor shall maintain sufficient spare equipment/parts for all Contractor furnished materials to ensure uninterrupted provision of services as required by the contract.

The contractor shall provide the transfer slip which shall have the following:

Company Name and Logo  
Physical Address  
Postal Address  
Telephone Numbers

Transfer slip number
Date
Client name
Badge Number
Agency
Pick up Time
Pick Up location
Transfer to
Start Meter Reading
End Meter Reading
Trip Fare
Waiting Charges
Total amount
Drivers Name
Vehicle Registration

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 shall 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.

(End of provision)

K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(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 shall 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:	
<input type="checkbox"/>	TIN has been applied for
<input type="checkbox"/>	TIN is not required because:
<input type="checkbox"/>	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.
<input type="checkbox"/>	Offeror is an agency or instrumentality of a foreign government
<input type="checkbox"/>	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporate Entity (not tax exempt)
<input type="checkbox"/>	Corporate Entity (tax exempt)
<input type="checkbox"/>	Government entity (Federal, State or local)
<input type="checkbox"/>	Foreign Government
<input type="checkbox"/>	International organization per 26 CFR 1.6049-4
<input type="checkbox"/>	Other:

(f) Common Parent

<input type="checkbox"/>	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
<input type="checkbox"/>	Name and TIN of common parent
Name	
TIN	

(End of provision)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **485310**.

(2) The small business size standard is **\$15.0 million USD**.

(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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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 SAM 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 provision at 52.204-7, System for Award Management.

(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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 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 Certain Activities or Transactions Relating to Iran-Representation and Certifications. 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:

\_\_\_ (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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards 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 SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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
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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 SAM.

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

(B) Have or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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 or are not 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 or, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(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. Shall the taxpayer seek Tax Court review, this shall 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. Shall 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.

(End of clause)

#### 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:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(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 where there are no 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 are local workers’ compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of Kenya

X 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.

(End of provision)

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 shall 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 shall be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror shall 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 shall 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"	5
2	Price Proposal and completed Section B – "Supplies or Services and Prices/Costs"	5
3	Technical Proposal	5

\* 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 Nairobi, located at the address indicated on the solicitation cover page, no later than **11 am local time on January 09,2015**

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/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION* (JAN 2004)

\* 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.

(End of provision)

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 *American Embassy, United Nations Avenue, P.O Box 606-00621 Nairobi. Attn: GSO/ Contracting Officer.*

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

(End of provision)

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) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510.

(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, Russell LeClaire at Tel number +254 20 3636000 and Fax number +254 20 3636157. For a U.S. 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) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510.

(End of provision)

#### 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 **five (5)** 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.

#### L.8 RESERVED

#### L.9 PRE-PROPOSAL CONFERENCE

L.9.1 A pre-proposal conference to discuss the requirements of this solicitation will be held *on* **December 18, 2014 at 10am** at the **American Embassy Chancery** Offerors interested in attendance should contact the following individual:

Judith Mulinge	+254 20 3636000	+254 203636157	mulingejw@state.gov
Name	Telephone Number	Fax Number	E-mail Address

L.9.2 Offerors are urged to submit written questions at least three days prior to the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

L.9.3 Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

L.9.4 No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

L.9.5 Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

## 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 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.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

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

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

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.

