

SCHOOL BUS SERVICES SOLICITATION # SKU200-12-R-0500

Questions & Answers

No	Question	Answer
1	Insurance - we understand that the insurance will be provided 10 days after contract award however will you require vendors to provide their suggested insurance coverage draft in the proposal to ensure that the vendor is supplying the correct insurance?	The awarded contractor will be required to provide all insurance identified in the solicitation and the terms and conditions of the resulting contract. Refer to the terms and conditions and Section 3, (g) on solicitation page#38. The offeror shall provide either (a) a copy of the Certificate of Insurance , or (b) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.
2	Should the insurance policy be under US/Kuwait jurisdictions or only Kuwait jurisdictions?	<p>The resulting contract will be administered by the United State Department of State. The contract contains DOSAR clause 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999) that requires:</p> <p>(a) The contractor warrants the following:</p> <ul style="list-style-type: none"> (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.
3	Please clarify para D. Insurance; 4. Government as Additional insured (solicitation page# 20)	The Contractor is required to obtain insurance that names "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.

4	<p>Please define buses must be in “good condition” what is good condition?</p>	<p>Definition for good condition is: that it has a clean title and no significant mechanical issues, no mechanical issues that would negatively impact the safe operation of the vehicle, – any issues that it might have should be easily repairable. On the whole, must not have any major flaws (no body damage). The interior and exterior have very few, if any, apparent dings, scratches or defects, and the paint job is still shiny. The body of the vehicle should be rust free or have very little rust. If the tires which all match show wear, it isn’t much, and they have considerable life left.</p>
5	<p>Reference SOW, clause D, Page 19 – Insurance. Please be advised that the automobile bodily injury and property damage liability insurance (Commonly known as Third Party Liability in Kuwait) is UNLIMITED per local laws. Coverage or compensation amount will be decided by the Kuwaiti Court. It is as per Law of the Land and no insurer can issue a certificate in this regard showing any amount of coverage as required per your insurance requirement in clause D 1 and 2(a) of the Statement of Works. Please confirm.</p>	<p>Confirmed. 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. Apart from the above, the contractor shall issue a “passenger liability bodily injury at least \$200000 multiplied by number of seats or passenger, whichever is greater.(refer page 19, clause D)</p>
6	<p>The other insurance on automobile is COMPREHENSIVE or MOTOR OWN DAMAGE (MOD) that covers only the insured vehicle itself. Nothing other than the insured vehicle will come under this policy. Your requirement of comprehensive form of insurance for bodily injury is not clear to us.</p>	<p>Apart from issuing a comprehensive or motor own damage policy for the vehicles, the contractor shall issue a “passenger liability bodily injury at least \$200000 multiplied by number of seats or passenger, whichever is greater”. Refer to Sow, page 19, Clause D. 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</p>

		customary claims
7	Please confirm if you require any other insurance in addition to the coverage explained in item 1 and 2 above.	refer SOW, clause D. 2(b) worker's compensation and other legally required insurance
8	Reference SOW, Page 16, Safety/Security Requirement. Regular buses of 21 passengers seating capacity have 2 doors. One is for the driver at the driver side and another for the passengers at the right side of the bus. It is the manufacturer standard from all makes available in the market. Local modification of buses to have emergency exit door may cause malfunction of other manufacturer set components in the bus. Considering this limitation please confirm requirement of emergency exit on standard bus is mandatory or not.	The requirement on Page 16 is for "Emergency exit except for Sedan". Manufacturer must comply with the emergency exit requirements of the National Highway Traffic Safety Administration regulation 49 CFR 571.217 – "Bus emergency exits and window retention and release".
9	Please clarify if the buses and drivers are required to be present in the school premises during school hours or not. Will they be allowed to return to contractor's premise and report to school for completion of the round trip at appointed time?	The current scenario is that all the buses come back and park at the Embassy compound after morning drop-off to designated schools and again go to schools for pick-up. The buses are parked at the Embassy compound overnight. The buses are taken to contractor's premises for repairs and maintenance works during off-school/weekends or school holidays only.
10	Reference SOW, Page 20, E-Subcontracting services – In case we lease the buses/sedan instead of owning them, would that be permissible?	Leasing of the vehicles does not constitute as a subcontracted service under this contract.