

SERVICES AND PRICES

1. FRENCH LANGUAGE SERVICES

The Contractor shall provide French Language Instructional Services at the U.S. Embassy in Lome, Togo as described in the PERFORMANCE WORK STATEMENT of this contract.

2. This is a firm fixed price type contract. Price shall be per session of 1 hour each for individual lessons, per person per group session of 1 hour each. Sessions shall be one hour in length and shall be scheduled during weekdays (Mondays through Thursdays: 8:00 am to 4:00 pm; Fridays: 08:00 through 12:00 am). No more than 6 students will be part of any class, unless mutually agreed upon by the Contractor and the Government.

2.1 PRICES

2.1.a BASE YEAR PRICES

CFA _____ per hour (individual students)

CFA _____ per hour (group of 6 students)

2.1.b FIRST OPTION YEAR PRICES

CFA _____ per hour (individual students)

CFA _____ per hour group of 6 students)

2.1.c SECOND OPTION YEAR PRICES

CFA _____ per hour (individual students)

CFA _____ per hour (group of 6 students)

2.2 PAYMENT

The Contractor shall submit an invoice for payment in the proper amount in CFA Francs to the following address:

General Services Officer
U.S. Embassy Lome
4432 Boulevard Gnassingbe Eyadema
B.P. 852
Lome, Togo

3. PERFORMANCE WORK STATEMENT

The Contractor shall provide foreign language instruction to adult students that are focused on general interest and conversational skills typically found in mass-media publications available to the French language-speaking public. Instruction shall include the development of speaking, listening, and reading skills to permit comprehension of relevant media or face-to-face conversations.

The instructor is expected to conduct classes with students of an intermediate to advanced level of French language proficiency. As such, the instructor is expected to lead instruction in the areas of reading comprehension, conversation, advanced elements of French grammar, context specific vocabulary, proper verb conjugation. The instructor is expected to review and critique student writing sampling samples, while providing constructive criticism meant to encourage student improvement. Instructors are required to have at least an intermediate level of proficiency in spoken and written English and have the ability to provide criticism with special attention to errors commonly made by native English speaker.

Instructors are expected to track student progress by performing periodic student assessments, providing students regular feedback regarding their progress and preparing basic student lesson plans that will be shared with the Post Language Officer.

Instruction shall be based on proficiency and communication oriented linguistic and academic educational principles as used in foreign language learning institutions such as the Department of State, Foreign Service Institute, or the Department of Defense.

The language proficiency levels identified as desired outcomes are as defined by the Office of Personnel Management, and as measured by the Foreign Service Institute Language Proficiency Test.

4. PERIOD OF PERFORMANCE

Classes shall be given preferably during weekdays. The student may change the time and day of the classes by discussing the schedule with the Contractor up to the date of the scheduled class. The Contractor will call on the phone the day of the class to verify that there is no change in the schedule. Cancelled classes without notification at the time of this phone call will be paid to the Contractor at the regular price.

The period of performance of this contract is one year effective on the date of the Contracting Officer's signature with 2 one-year options of renewal.

5. COR RESPONSIBILITY

5.1 The COR for this contract is the Post Language Program Officer.

5.2 Contracting Officer's Representative Basic Tasks

- a. Coordinate with the contractor on all technical matters that arise in the administration of this contract.
- b. Monitor and inspect the contractor's progress and performance to assure compliance with the contract terms and conditions.
- c. Receive deliverables (services, reports) on behalf of the Government.
- d. Verify satisfactory delivery of this service and approve invoices for payment.

6. CONTRACTOR FURNISHED PROPERTY

The Contractor shall provide all necessary instructional materials including texts, class exercises, handouts, tests, and audio-visual media.

After award, the Contractor has fifteen (15) calendar days to submit to the Contracting Officer the instructional materials.

The Contractor shall replenish such expendable/consumable items as needed to provide for the performance of the work. The Contractor may coordinate with the Post Language Program Officer to utilize Embassy-owned materials.

7. GOVERNMENT FURNISHED PROPERTY

The Government shall provide all necessary site support materials and equipment, including such as:

- Flip chart and easel
- Chalkboard or erasable marker-whiteboard,
- Videocassette player,
- Overhead projector,
- And expendable/consumable classroom supplies such as paper, pencils, pens, chalk, markers and binders.

8.1 FOREIGN LANGUAGE TRAINING SCOPE OF WORK

The Contractor shall provide instructional French Language Training Services, at the firm fixed prices shown in this contract. The objectives of each training module or lesson obtained under this contract are to prepare all students as efficiently and effectively as possible to accomplish the goals of the specific training module or lesson as ordered under this contract.

8.2 The goal of each training module or lesson is to provide the student with the skills and knowledge necessary to “rapidly reach the desired level of performance” as elaborated in the training modules or lessons listed below:

8.2.a Verbal Recognition and Response Module, Lesson 1

Each student, at the completion of training, shall be able to perform the following required behavior(s) to the required level of proficiency.

8.2.b Social Conversation, Behavior

When engaged in social conversation, the student will be able to communicate with French speaking public, carrying on an appropriately worded and pronounced dialogue in the colloquial casual vernacular. The required level of proficiency is stated as 85% of the students tested in each class shall be able to answer correctly at least 90% of the selected vocabulary questions when used in conversational exchange.

8.2.c Reading Comprehension Module, Lesson 2

Each student, at the completion of training, shall be able to perform the following required behavior(s) to the required level of proficiency.

8.2.d Recognition and Subject Matter Comprehension, Behavior

Upon reading or review of written communication or letters in French, the student will be able to recognize designated key phrases or questions from the selected vocabulary appropriate for the functions and responsibilities of the position and duties which will bring the student into contact with French. The student must then respond appropriately, providing the requested information by selecting the correct programmed reply, or by properly identifying the functional organization for whom the written communication was intended. The required level of proficiency is stated as 85% of the students completing training for each class will be able to comprehend and appropriately respond to, or to determine the intended addressee for, at least 90% of the written communications in which the selected vocabulary is presented.

8.3 Student Testing

Knowledge and proficiency testing shall be a required element of evaluating the student's progress in the training module or lesson in which they are being instructed. Testing shall be administered periodically to determine the student's progress in training, to identify areas of weakness where supplemental or remedial training may be needed, and to quantify the student's then-current knowledge and proficiency. Initial testing will be used to establish a baseline for measurements of knowledge and proficiency obtained, and may be used in a predictive manner to facilitate personal training planning.

All testing, to include the use of Computerized Adaptive Testing if so selected, shall be performed using tests which are approved by the Foreign Service Institute, or the Defense Language Institute, or by recognized and accepted

national professional associations and organizations, such as the Modern Language Association of America, the American Council on the Teaching of Foreign Languages, the Foreign Service Institute, the Defense Language Institute Foreign Language Center, the Federal Interagency Language Round table, or other nationally recognized foreign language professional bodies.

8.4 Student Progress Documentation and Training Recommendation

The Contractor's instructor(s) shall be responsible for documenting each student's progress in training, and for preparing a training recommendation for each student. The student's progress will be reported to the student biweekly and will document the student's progress as measured performance under each lesson module and behavior. The training recommendations should state specific plans for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training technique.

8.5 Student Counseling

The Contractor's instructor(s) shall be responsible for counseling each student in the student's performance, and for preparing and discussing with the student any corrective actions, which may assist the student in the improvement of their performance. The student's progress will be discussed with the student on a bi-weekly basis, and the Instructor will document the training recommendations made to direct the student's progress. The counseling sessions should result in specific tasking for remedial or supplementary use of tutoring and personalized training techniques, as needed to improve student performance.

9. The Government shall accept no responsibility in the case of illness of the Contractor, and that all arrangements for legally or otherwise required social or other insurance, or similar legal requirements, shall be the sole and entire responsibility of the Contractor.

10. All work shall be performed during Embassy working hours- Monday through Thursday: 08:00 – 17:00 hours, Fridays: 08:00-12:00 hours except for the holidays identified below. The Contracting Officer's Representative may approve other hours. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

11.1 The U.S. Embassy in Lome observes the following days as holidays:

January 01 (Friday) New Year's Day (A/T)
January 13 (Wednesday) *Liberation Day (T)
January 18 (Monday) Birthday of Martin Luther King, Jr. (A)
February 15 (Monday) Washington's Birthday (A)
April 5 (Monday) *Easter Monday (T)
April 27 (Tuesday) *Independence Day (T)
May 01 (Saturday) *Labor Day (T)
May 13 (Thursday) *Ascension Day (T)
May 24 (Monday) *Pentecost Monday (T)
May 31 (Monday) Memorial Day (A)
June 21 (Monday) *Martyrs du Togo (T)
July 5 (Monday) Independence Day Observed (A)
August 15 (Sunday) *Assumption Day (T)
September 06 (Monday) Labor Day (A)
TBA *End of Ramadan (T)
October 11 (Monday) Columbus Day (A)
November 1 (Monday) *All Saints Day (T)
November 11 (Thursday) Veterans Day (A)
TBA *Tabaski (T)
November 25 (Thursday) Thanksgiving Day (A)
December 25 (Saturday) Christmas Day (A/T)

11.2 When any such day falls on a Saturday or 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.

12. After award, The Contractor has five (5) calendar days to submit following documents for the U.S. Government to conduct all necessary security checks:

- Police Record
- Passport or National Identity Card

13. EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with:

- ability to comply with the required performance period;
- satisfactory record of integrity and business ethics.

Also, Offerors are requested to provide the following information:

1. Cover letter in English that explains why the Contractor would be the best choice for this position.
2. List of Contractor Furnished Property that the Contractor intends to use.
3. Evidence of education: Completion of Teachers Training College or University.
4. Evidence of work experience: Five (5) years adult teaching experience is required.
5. Letters of reference.

CLAUSES

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA 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 this address:

<http://acquisition.gov/far/index.html>

DOSAR clauses may be accessed at:

<http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.212-1	Instructions to Offerors – Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions – Commercial Items	MAR 2009
52.213-2	Invoices (if order is for subscriptions with advance payments)	APR 1984
52.213-4	Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items)	MAR 2007
52.217-6	Options for Increased Quantity (if order contains options where the quantity is expressed as a percentage of the basic order quantity or as an additional quantity of a specific line item)	MAR 1989
52.217-8	Option to Extend Services (if order is for services and contains options)	NOV 1999
52.217-9	Option to Extend the Term of the Contract (if order is for services and contains options)	MAR 2000
52.225-14	Inconsistency Between English Version and Translation of Contract (if a translation of the contract is attached)	FEB 2000

52.227-14	Rights in Data – General (if order involves the production, furnishing, or acquiring of data)	JUN 1987
52.227-17	Rights in Data – Special Works (if order is for the compilation or production of data for the Government's own use)	JUN 1987
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-36	Payment by Third Party (if payment will be made through the Government wide purchase card)	MAY 1999
52.233-1	Disputes Alternate I	JUL 2002 DEC 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (for services to be performed on USG installations)	APR 1984
52.242-17	Government Delay of Work (for supplies)	APR 1984
52.243-1	Changes – Fixed Price (for supplies) Alternate I (for services)	AUG 1987 APR 1984
52.245-1	Government Property (if the Department will provide Government property to the contractor)	JUNE 2007
52.247-35	F.o.b. Destination, Within Consignee's Premises (for supplies requiring inside delivery)	APR 1984
52.249-2	Termination for convenience of the Government (fixed-price)	MAY 2004

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6)
CLAUSES

NUMBER	TITLE	DATE
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-71	Identification/Building Pass (for services where frequent and continuing access to Department of State facilities is required)	APR 2004
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.242-70	Contracting Officer's Representative (if a COR will be named) Fill-in for paragraph (b): "The COR is the Post Language Program Officer"	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

Acceptance:

Please confirm acceptance of this purchase order by signing and returning a copy to the Contracting Officer.

Signature

Date