

1. The US Embassy Kampala is seeking sources to establish firm fixed priced BPAs, and price listings resulting in award of Purchase orders for the below vehicle descriptions with drivers, and fuel. Price Lists should preferably be on company letterhead and include at a minimum one driver with described vehicle for 12 hours per day with appropriate, fuel, insurance, maintenance, heater/air conditioning, radio, cleaning, safety features: seatbelts (must have one for each passenger), rear view mirrors, windshield wipers, front and rear-window defogging, functioning window controls, functioning door latches, parking brake, tire jack, all working interior and exterior lights, first aid kit, tool kits and a working horn, in addition to what each line item describes below and what is in the statement of work. Vehicles will be no more than ten (10) years old from the date of manufacture and will have no more than 150,000 kilometers, to start performance at the beginning of this contract.

1.1. Requirement: The requirement will be based off of monthly calls made on the established Blanket Purchase Agreement (BPA). The list below is the transportation services we are requesting price lists for, for inclusion into potential blanket purchase agreements, or establishment of Purchase orders. All prices should be per vehicle as stated in this Performance Work Statement per day. The day shall be defined as 12 hours running. Work beyond 12 hours shall be considered another day, in which case, the contract MUST switch to a new driver per car for the next shift of driving, to avoid driver fatigue

1.2. SUV, capacity: 5 passengers, 6 cylinders, with 4x4 capabilities, 1 spare tire, with driver and appropriate inspections, and insurance paid for operating in Uganda. Unlimited kilometers and unlimited Fuel.

1.3. SUV, capacity: 7 passengers, 6 cylinders, with 4x4 capability, dual fuel tanks, 2 spare tires with driver and appropriate inspections, insurance and taxes paid for operating in Uganda. Unlimited kilometers and unlimited Fuel.

1.4. Pickup truck, capacity: 4 passengers, 4 door, 6 cylinder, mid-sized, 1 spare tire with driver and appropriate inspections, insurance and taxes paid for operating in Uganda. Unlimited kilometers and unlimited Fuel.

1.5. Van, capacity: 10 passengers, 6 cylinders. 1 spare tire with driver and appropriate inspections, insurance and taxes paid for operating in Uganda. Unlimited kilometers and unlimited Fuel.

1.6. Bus, 21+ passenger with fuel, driver and appropriate inspections, insurance and taxes paid for operating in Uganda.

2. A BPA is not a contract, but a simplified method of filling anticipated repetitive requirements for supplies or services by establishing "charge accounts" with qualified sources of supply (please refer to the Federal Acquisition Regulation Part 13.303). BPAs are designed to reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase documents. As with charge accounts, all of the terms and conditions for individual purchases made under a BPA are determined in advance. Both the supplier and the Government agree to the terms and conditions of the purchases made under the BPA before any covered supplies or services are ordered. In the case of a pre-priced BPA, the prices of covered items are also agreed to before they are ordered.

3. WHEN SERVICES ARE NEEDED, THE CONTRACTING OFFICER/ CONTRACTING OFFICER'S REPRESENTATIVE THAT IS AUTHORIZED TO PLACE CALLS AGAINST THE BPA WILL EMAIL YOU, THE

VENDOR, REQUESTING VEHICLE/DRIVER FOR THESE SERVICES. AT THAT TIME, YOU THE VENDOR WILL REPLY WITH A DELIVERY TICKET TO THE CONTRACTING OFFICER MAKING THE CALL. CURRENTLY, THESE CALLS WILL BE MADE ON A RECURRING BASIS FOR CONTINUED SERVICES VIA EMAIL. ADDITIONALLY, THE VENDOR WILL SUBMIT INVOICES ON A MONTHLY BASIS AT MINIMUM FOR SERVICES RENDERED. WHEN SERVICES ARE NO LONGER NEEDED, THE AUTHORIZED CONTRACTING OFFICER WILL EMAIL THE VENDOR AND IDENTIFY THE LAST DAY NEEDED. WHEN THERE IS A REQUIREMENTS CHANGE (INCREASE OR DECREASE OF VEHICLES/DRIVERS), THE AUTHORIZED CONTRACTING OFFICER WILL EMAIL THE VENDOR WITH SUCH REQUEST AND AGAIN, AT THAT TIME THE VENDOR WILL SUBMIT A DELIVERY TICKET TO THE CONTRACTING OFFICER MAKING THE CALL (AS OUTLINED IN THE ATTACHED PWS – SECTION 28).

4. To help you to fully understand what a BPA is, the following additional information is provided:

a. The BPA may be written for a period of up to 5 years during which the government is only obligated to the extent of actual authorized purchases made under the BPA and there is no minimum monetary amount that the Government is obligated to purchase.

b. For pre-priced BPAs, the Contracting Officer must approve the proposed price submitted by suppliers. Price lists are valid for a specific period of time; i.e. December 1, 2012 through December1, 2013.

## 6. **Bid Submission:**

If your firm is interested in establishing a BPA services, and /Purchase orders described in paragraph 1 above, please submit –by email- your technical and financial proposals **before** 10:00am on 6 November 2012 to the US Embassy, Kampala Uganda, attention Saunders, Richard. Please email proposals to [SaunderRM1@state.gov](mailto:SaunderRM1@state.gov)

Submission of a price list may not result in a BPA being issued. The Contracting Officer intends to issue BPAs to more than one supplier for the same supply or service, or Purchase orders where applicable.

7. Refer questions regarding this inquiry to the undersigned at e-mail: [SaundersRM1@state.gov](mailto:SaundersRM1@state.gov)

Richard Saunders,  
Contracting Officer  
US Embassy, Kampala

US Embassy, Kampala, Uganda BPA COVER PAGE BLANKET PURCHASE AGREEMENT

In the spirit of the Federal Acquisition Streamlining Act, US Embassy, Kampala, enter into an agreement to facilitate the acquisition of vehicles hire to include drivers, to US Embassy, Kampala Uganda.

In accordance with FAR Part 13.303-2(a), BPAs can be established when there is a wide variety of services that are generally purchased, but the exact delivery requirements are not known in advance and may vary considerably or there is no existing requirements contract for the same service that the

contracting activity is required to use. The parties agree that the Terms and Conditions set forth in this BPA and those set forth in the individual order, shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the Contract(s) set forth above.

## **TERMS AND CONDITIONS**

### **PREPRICED BLANKET PURCHASE AGREEMENT**

Pursuant to FAR 13.303-2, A Blanket Purchase Agreement (BPA) will be established between successful offeror and the US Embassy Kampala under the following terms and conditions incorporated in this BPA.

The following services can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract:

ALL VEHICLE CATEGORIES LISTED IN ATTACHMENT 2, VEHICLE PRICE LIST, CAN BE UTILIZED FOR THE PURPOSES OF THIS BPA.

CLAUSES in Section (D) WILL BE INCLUDED, WHEN REQUIRED, AND INCLUDED IN THE ORDERS PLACED AGAINST THIS BPA.

#### **Delivery**

The volume of purchases on a task order through this agreement will have no minimum and shall not exceed \$103,000.00.

The maximum per call is limited to \$3,000.00 by the authorized Contracting Officer.

The period of performance on this BPA shall not exceed three (3) years from the effective date of award.

This BPA does not obligate any funds.

The Government is obligated only to the extent of authorized calls actually placed against this BPA and shall not be liable in any manner in the event no calls are made.

If the Government determines a change is needed to the ordering/performance periods, the Government will make an announcement via email of its intent. Orders will be placed against this BPA, via e-mail, or paper.

Invoices will be submitted as instructed within the order issued against this BPA. Any further instructions or clarifications will be made part of the order.

#### **(A) AUTHORITY**

This BPA is entered into pursuant to the terms of FAR 13.303-2.

#### **(B) DESCRIPTION OF SERVICES**

a. Under this agreement, the BPA holder shall provide rental vehicles, to include drivers and fuel, or on dry lease where specified, for US Embassy, Kampala Uganda. These services will be provided when

ordered by an authorized US Embassy Kampala Contracting Officer/Representative during the performance period of this BPA.

b. This Agreement shall be reviewed, as a minimum, annually before the anniversary of its effective date, and revised to conform to all requirements of statutes, Executive orders, or the FAR and its Supplements. An agreement modifying this BPA or the issuance of a superseding BPA shall evidence this revision.

#### (C) PRICING

1. Orders for services covered under this agreement shall use the approved PRICE LIST. These rates shall be in effect for the duration of this BPA. If additional vehicles are added, they will also be available for orders written under this BPA.

2. Either party may modify or may cancel this Agreement in its entirety upon thirty (30) days written notice to the other party. EXCEPTION: the US Government may cancel this Agreement at any time if the parties fail to agree upon any deletion, amendment, or addition to this Agreement which statute, Executive order, the FAR and/or this Supplement requires. No deletion, modification, addition to, or cancellation of this Agreement shall affect any contracts therefore entered into between the parties in which this Agreement or portion thereof has been incorporated by reference.

3. The Contractor will furnish the Contracting Officer by email a price list in 2 copies for items/services the contractor proposes to furnish under this Agreement. The BPA number must identify this price listing and it must be for a specific period, i.e.; December 1, 2012 through December 1, 2013. No price changes may be made unless prior WRITTEN APPROVAL is given by the Contracting Officer. If prices are expected to change frequently, the Contractor must provide monthly price lists to arrive in the Contracting Office 30 calendar days prior to the effective date of the change. Calls will be made for only the items that appear on the APPROVED PRICE LIST. Only the Contracting Officer will conduct negotiation or solicitation for prices and additional requirements.

#### (D) PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions and all clauses and provisions in full text or incorporated by reference herein:

1.a. The provision at FAR 52.209-7, Information Regarding Responsibility Matters, applies to this acquisition.

1.b. The clause at FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters, applies to this acquisition.

1.c. The provision at FAR 52.212-1, Instructions to Offerors-Commercial Items, applies to this acquisition.

1.d. The provision at FAR 52.212-2, Evaluation-Commercial Items, applies to this acquisition. Quote will be evaluated on price and ability to meet the Government's requirements

1.e. The provisions at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items applies to this acquisition and offerors must include a complete copy of this provision with its offer.

1.f. The clause at FAR 52.214-4, Contract Terms and Conditions-Commercial Items, applies to this acquisition.

1.g. The provision at FAR 52.215-1, Instructions to Offerors- Competitive Acquisition, applies to this acquisition.

1.i. The clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, applies to this acquisition. The following clauses from FAR 52.212-5 apply to this acquisition:

FAR 52.222-50; 52.204-10; 52.209-6; 52.222-19; 52.223-9; 52.223-18; 52.225-13; 52.232-34; 52.247-64 Alt II

1.k. The clause FAR 52.249-8, Default (Fixed-Price Supply and Service), applies to this acquisition.

1.l. The clause FAR 52.249-8 Alt I, Default (Fixed-Price Supply and Service), applies to this acquisition.

1.m. The clause DFAR 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items, applies to this acquisition. The following clauses from apply DFAR 252.212-7001 apply to this acquisition:

252.203-7000; 252.225-7001; 252.246-7004; 252.227-7015; 252.225-7036 Alt I; 252.226-7001; 252.246-7004; 252.247-7023; 252.247-7024

1.n. The provision DFAR 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country, applies to this acquisition.

1.o. The provision DFAR 252.212-7000, Offeror Representations and Certifications – Commercial Items, applies to this acquisition.

1.q. The clause NAVSUP 5252.243-9400, Authorized Changes Only by the Contracting Officer, applies to this acquisition.

2. The following are clauses and provisions incorporated by reference:

FAR 52.212-4; 52.217-7; 52.217-8; DFAR 252.201-7000; Alt I; 252.232-7010

## **ATTACHMENT 1**

US EMBASSY KAMPALA VEHICLE HIRE REQUIREMENT  
PERFORMANCE WORK STATEMENT (PWS)  
16 NOVEMBER 2012

1. BACKGROUND: The US mission in Kampala represents the Government and the people of the United States. The Mission in Kampala works hard to increase people-to-people exchanges between Americans and Ugandans, through it' various programmes and agencies.

2. SCOPE OF WORK: The Contractor shall provide for vehicle hire services for personnel (to include a vehicle, fuel and driver) throughout Uganda.

Uganda will be categorized as follows:

Central Uganda (town running) - Kampala, Entebbe, Mukono.

Upcountry;

Central Uganda- all areas outside the 45KM radius but within Buganda Region

Northern Uganda

Western and Southern Uganda

Eastern Uganda

**Karamoja region.**

The Embassy personnel requiring this service may be based in Kampala, entebbe, Jinja, Gulu, Singo, Bombo, Luwero, Nakasongala, Mubende and Moroto, and services will be provided throughout Uganda. Areas include Kampala, Entebbe, Singo, Kasese, Kasenyi, Jinja, Gulu ,Moroto or various refugee camps are the primary operating areas but service is not limited to these areas of operation.

3. OTHER OPERATING LOCATIONS: Other operating locations within Uganda include but are not limited to the Karamoja region, Kitgum, Lira, Pader, Masaka, Mbarara, and Fort Portal. The contractor must be prepared to provide these transportation services in areas that may be perceived as hostile or dangerous.

#### 4. TERMS AND DEFINITIONS

4.1 Acceptance inspection – An inspection shall be performed on all vehicles and equipment before placing them in service. This inspection shows the overall condition of the vehicle. Discrepancies must be corrected before putting the vehicle in service, if use of the vehicle would aggravate the problem or if the discrepancy creates a safety hazard.

4.2 Accident repairs Repairs required as a result of collision; regardless of whether the object collided with a vehicle, or whether the vehicle requiring repairs was the moving unit.

4.3 Criminal act A violation of a criminal law.

4.4 Disabled vehicle A damaged, worn out, or malfunctioning vehicle according to the discretion of the assigned COR or Team Lead.

4.5 Fair wear and tear The deterioration of items attributed to normal usage.

4.6 Hostile act An act of war.

4.7 Scheduled maintenance Periodic manufacture prescribed inspections or servicing of equipment will be accomplished in accordance with the Manufacturers recommended specifications.

4.8 Unscheduled maintenance - Maintenance that is not scheduled but is required to correct deficiencies and to restore the vehicle or equipment to a serviceable condition (as inspected and evaluated by the COR or Team Lead).

4.9 Major repair - Any repair, scheduled or unscheduled maintenance that requires the vehicle to remain either out of service or at the repair facility for more than 48 continuous hours.

4.10 Minor repair – Any repair, scheduled or unscheduled maintenance that requires the vehicle to remain either out of service or at the repair facility for more than 24 continuous hours but less than 48 continuous hours.

4.11 Out of service – Any condition, scheduled or unscheduled maintenance, or repair that does not permit the utilization of a vehicle for its intended purpose for more than 24 hours. (as identified by the assigned COR or Team Lead)

4.12 Degraded performance – Any condition that allows the partial use of the vehicle in a degraded state without a reduction in safety.

5. VEHICLES. Vehicles will be delivered with drivers, and fuel, or on dry lease where applicable to the location at the time and place agreed to by the Government and Contractor throughout the contract period of performance.

Please note: Vehicles may be required without a driver in some instances.

5.1 The following minimum criteria shall be met at the time of the acceptance inspection:

5.2 Vehicles will be no more than 10 years old from the date of manufacture and will have no more than 150,000 kilometers to start performance at the beginning of this contract. Color requested is white, gray and/or silver, tan and/or light brown/any other colors approved at the time of inspection; vehicles cannot have any reflective or distinctive markings.

5.3 Vehicle Condition. Vehicles provided in the performance of this contract must be provided in a good working condition. Both the exterior and the interior of the vehicles must be free of excessive soil, rust, and damage and without excessive wear and tear. Vehicles must be clean and serviceable at time of delivery. Vehicle condition as stated above will be inspected and evaluated by the assigned COR or Team Lead at the time of acceptance.

5.4.1 Safety Items. The contractor will comply with all applicable Uganda safety standards and ensure all work performed under this contract is completed in a safe manner. In addition to meeting all host nation safety requirements, each vehicle must have, as a minimum, the following safety features: seatbelts (must have one for each passenger—including jump seats- and a seat belt sign must be installed and enforced in all vehicles), rear view mirrors, windshield wipers, front and rear-window

defogging, functioning window controls, functioning door latches, parking brake, two (2) spare tires, tire jack, all working interior and exterior lights, first aid kit, and a working horn. All vehicles must be mechanically and electrically reliable. Any vehicle that is determined to be unsafe or inoperable by the assigned COR or Team Lead will be replaced with a reliable vehicle by the contractor within 24 hours of the identified discrepancy. If a replacement vehicle is not provided within 24 hours, the contractor will be assessed in accordance with FAR Clause 52.211-11 of the contract. The contracting officer may take into consideration the location of the inoperable vehicle when assessing liquidated damages. Either the contracting officer or contracting officer representative will contact the contractor for a replacement vehicle. Contractor will be contacted by phone and email.

5.4.2: **SMITH DRIVING TEST**: All contractor personnel shall undergo and pass the SMITH driving skills and safety course. The Course shall be conducted for free by the US Government, but the contractor shall provide approved cars, and fuel with their drivers.

5.5 Air Conditioning. Vehicles shall have fully functioning air conditioning.

5.6 Mileage. The Government requires UNLIMITED mileage for each vehicle per 12 hours.

5.6.1 Fuel. The Government requires UNLIMITED fuel for each vehicle per 12 hours.

5.6.1.2. **No extra charged shall be incurred/billed by/to the Government by the contractor except the fixed price.**

5.7 Communications. Vehicle drivers must have the capability to immediately communicate with his/her office, either radio-dispatched and/or a cell phone. All vehicles shall have an installed AM/FM radio.

**5.8 US GOVERNEMENT DRIVECAM: for safety of personnel, and when determined, DRIVECAMs shall be installed in contractor vehicles for the duration of the BPA/contracts. DRIVECAMs installed shall remain property of the United States Government (USG) and MUST be return upon termination/expiration of the contractor. All associated costs shall be met by the USG.**

**5.9 SPEED LIMITTS; speed limits applicable to the Government of Uganda Traffic laws MUST be fully observed. No USG personnel** or Contractor shall instruct the driver to drive otherwise at any time. Speed limit stickers must be displayed in the vehicles in visible areas, and must be adhered to at all time.

5.10 Types and Kinds of Vehicles Required:

## **SCHEDULE 2**

Types and Kinds of Vehicles Required and price listing format per region.

Please list the prices as follows for each type of vehicle below e.g. SUV 5 passenger capacity for Central Uganda (town running) at \$.....per car day; northern Uganda, \$.... per car per day etc.

**Central Uganda (town running) - Kampala, Entebbe, Mukono.**

**Upcountry;**

**Central Uganda- all areas outside the 45KM radius but within Buganda Region**

**Northern Uganda**

**Western and Southern Uganda**

**Eastern Uganda**

**Karamoja region.**

0001: SUV, capacity: 5 passengers, 6 cylinders, with 4x4 capabilities, 1 spare tire, with driver and appropriate inspections, insurance and taxes paid for operating in Uganda. Unlimited kilometers and fuel per 12 hours, per region.

0002: SUV, capacity: 7 passengers, 6 cylinders, with 4x4 capability, dual fuel tanks, and 2 spare tires with driver and appropriate inspections, insurance and taxes paid for operating in Uganda. Unlimited kilometers and fuel, per 12 hours, per region.

0003: Pickup truck, capacity: 4 passengers, 4 door, 6 cylinder, mid-sized, 1 spare tire with driver and appropriate inspections, insurance and taxes paid for operating in Uganda. Unlimited kilometers and fuel per 12 hours, per region.

0004: Van, capacity: 10 passengers, 6 cylinders. 1 spare tire with driver and appropriate inspections, insurance and taxes paid for operating in Uganda. Unlimited kilometers and fuel, per 12 hours, per region

0005: Bus, 21+ passenger with fuel, driver and appropriate inspections, insurance and taxes paid for operating in Uganda. Unlimited kilometers **and fuel per 12 hours.**

6. SERVICES. The following services shall be provided by the contractor:

6.1 Maintenance. The contractor shall perform both scheduled and unscheduled maintenance at a facility he designates. The contractor will provide all parts, labor, and expertise necessary to complete required maintenance tasks. Parts include those items that must be replaced due to fair wear and tear such as windshield wipers, tires, headlamps, filters, fluids, and lubricants. The contractor shall be responsible for all scheduled, unscheduled maintenance, and fair wear and tear item costs.

6.2 Recovery. Upon proper notification, the contractor will recover disabled vehicles within 24 hours. This service shall be available 24 hours a day.

7. INSPECTION. An inspection of any and all services received under this Agreement will be conducted prior by the Technical Point of Contact (TPOC) in Uganda prior to acceptance.

8. REPLACEMENTS. Replacement vehicles shall be provided for all vehicles that are out of service, exceed 250,000 kilometers, or have experienced major repairs more than once over the life of any resultant BPA Call (at the option of the assigned COR or Team Lead). Replacements shall be provided for all vehicles that are not accepted by the assigned COR or Team Lead or that are no longer in the condition to meet the BPA requirements. The replacement vehicle will be of the same specifications as the original vehicle. If a vehicle of the same specifications is not immediately available, a vehicle with similar specifications may be substituted if authorized by the Contracting Officer. The government shall be eligible for a 15% discount on any vehicles that have specifications less than the specification of the vehicle or vehicles being replaced.

9. TYPES OF VEHICLES. SEE ATTACHMENT 2, PRICE LIST.

10. LEGAL COMPLIANCE. The vendor shall be responsible for compliance with all pertinent local laws concerning the rental or lease of motor vehicles.

11. DRIVERS: Drivers shall complete their mission without unnecessary stopping. Necessary stopping is defined as stopping that is in direct correlation with the performance of this BPA. Examples of necessary stopping include fuel, use lavatory facilities, and food. Drivers shall not operate the vehicles under the influence of any drugs, to include khat or alcohol, while performing under this contract. Drivers must speak basic conversational English to communicate with the team. If a driver does not speak English in accordance with the PWS (the assigned COR or Team Lead will make this determination), the contractor will have 24 hours to provide a replacement driver that meets these qualifications.

Drivers must have minimum of 5 years driving experience.

11.1 Driver Availability. Drivers will be available 24 hours a day/seven days a week, but can primarily expect to operate from a time window of 06:00 until 22:00 every day during the performance of this contract. This schedule is subject to change depending on the operational tempo. The CONTRACTING OFFICER'S REPRESENTATIVE or Team Lead, in concert with the Driver Supervisor, will identify the hours needed to be worked in advance and will inform the vendor. Any changes are not the basis of any claim. Driver supervisors should ensure that the drivers do not drive for more than 12 hours each day, and that time off is equitably rotated amongst driver personnel.

11.2 Familiarization with the Operational Area: Drivers shall have a working knowledge of the primary areas that US Embassy personnel will operate. Drivers should know the locations of major airports, hotels and landmarks, to include good knowledge of areas like Kampala, Kasenyi, Jinja, Gulu or Moroto areas but not limited to those areas. Drivers should be able to effectively navigate the roads between Kampala, Kasenyi, Jinja, Gulu and Moroto, but not limited to those areas.

11.3 Travel Expenses: For purposes of this BPA, the rate provided shall include drivers per diem.

12. GENERAL STANDARDS OF CONDUCT: The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity (as identified by the assigned

COR or Team Lead) 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/team facility for failure to comply with the standards of conduct. The Contractor shall immediately replace, within 24 hours, such an employee to maintain continuity of services at no additional cost to the Government.

12.1 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be accepted. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

12.2 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, including but not limited to khat, alcohol etc.

12.3 Criminal Actions. Contractor employees may be subject to criminal prosecution 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.

12.4 Personnel Health Requirements. All employees must be in good general health without physical disabilities that would interfere with the acceptable performance of their duties. All employees shall be free from communicable disease. They shall possess normal vision, correctable to 20/30 (Snellen) and shall not be colorblind (verified by the assigned COR or Team Lead). They shall be capable of hearing ordinary conversation and capable of responding accordingly in English. All contractor personnel shall undergo applicable medical clearance as determined by the US Embassy Kampala.

13. POINTS OF CONTACT: The contractor will provide a point of contact(s) to interface with the Contracting Officer's Representative (COR) or Team Lead on issues concerning this contract. The point of contact(s) must include personnel who can be reached and respond to US Government requests 24 hours a day for the term of the contract.

#### 14. SECURITY:

14.1 All contract personnel must be vetted and approved by the United States Government. The Government has the right to require additional background / security checks if deemed necessary by the Contracting Officer's Representative. If it is determined at any time during the performance of this contract that the Contractor/Contractor personnel is a risk to US Government personnel or property, this determination shall be grounds for immediate termination of this contract/employment respectively.

14.2 The Contractor shall advise U.S. personnel if situations arise during conversations that could reflect adversely upon the U.S. Government. She/he shall not express his personal views or opinions without the express approval of the U.S. Government.

14.3 All information to which the Contractor is exposed while in the presence of US Government Officials shall be considered confidential in nature and shall not be disclosed to other parties. Contractor shall not discuss US business outside of official forums. Contracted Drivers shall not divulge planned routes, trips or locations to non authorized personnel as listed in the contract.

#### 15. INSURANCE, CONTRACTOR LIABILITY, PERMITS, AND INDEMNIFICATION:

15.1 The Contractor, at the Contractor's expense, shall maintain enough public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

15.2 Contractor Liability: The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

15.3 The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the government shall be indemnified and saved harmless against claims for damage or injury in such cases.

15.4 The Government imposes no bonding requirements 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.

15.5 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 must include all such costs in the fixed prices in this contract. The Government personnel shall not intervene in contractor personnel's wages, but can request evidence of payments by the contractor to its personnel according to agreements, signed between Contractor and their personnel.

15.6 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. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

16. MISHAP / ACCIDENT REPORTING: The Contractor shall maintain an accurate record and submit a Mishap Prevention Report of all vehicle accidents, incidents, hazards, and injuries to Contractor or Government personnel arising in the course of performance under this contract. The report shall describe the incident and the actions the Contractor is taking or has taken to prevent recurrence of the incident. Further, the Contractor fully agrees to make available personnel, personnel records,

vehicle records, all applicable incident/accident reports, and any equipment, damaged or undamaged, deemed necessary by the Contracting Officer. All personnel drivers with traffic accident records with last 3 years, criminal records, and other related issues shall not be eligible to drive.

A contracting with no accident records for the duration of the contract shall stand high chances of contract extension.

#### 17. SPECIAL REQUIREMENTS:

##### 17.1 Designation of Contracting Officer's Representative (COR)

17.2 The Contracting Officer will designate in writing the authorized COR for this contract.

17.3 The COR will be responsible for monitoring the performance of the Contractor and the adherence to the requirements of the contract. This includes inspection and acceptance of the vehicles. The COR will also be responsible for reviewing the bills and charges submitted by the Contractor and informing the Contracting Officer of areas where exceptions are to be taken.

17.4 The COR shall provide technical and administrative guidance on a day-to-day basis. In no event, however, shall any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract be authorized by the COR, or any other Government personnel, unless formalized by the proper documents executed by the Contracting Officer.

#### 18. AUTHORIZED CHANGES MADE ONLY BY THE CONTRACTING OFFICER:

18.1 Except as specified in subparagraph 18f.2 below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

18.2 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any change incurred as a result thereof.

19. NOTICE OF INDIVIDUALS AUTHORIZED TO PLACE CALLS: The Contracting Officer will furnish the Contractor a list of warranted contracting officers authorized to place calls under this agreement, identified by office and phone number by separate letter. Calls received by the Contractor from personnel not listed on the approved letter will not be honored. This list will be updated periodically to include changes of personnel due to rotations.

20. CALLS: Calls (purchases) will be made orally and by email. Contractor personnel receiving such calls verbally should ensure that sufficient information is obtained to prepare the delivery ticket as

outlined in section 25 of this PWS. At the earliest possible convenience, follow-up paperwork in the form of an email is required by the contracting officer who made the verbal call (placed in file for record).

**DELIVERIES:**

21. DELIVERIES: Contracting Officer who placed the calls will accept the deliveries, once received the inspection confirmations from Technical Point of Contacts (TPOCs).

22. RESPONSIBILITY: Only the authorized Contracting Officers or designated COR are responsible to sign for vehicles under this BPA.

23. AUTOMATIC CANCELLATION PROVISIONS: When the Contracting Officer or COR has determined leased vehicle services are no longer required, a 24 hour written notice will relieve the US Government from incurring any costs and the service is automatically canceled, without penalty.

**24. INVOICING PROCEDURES:**

24.1 The Contractor submits monthly invoices (on company letterhead) to the contract COR for review and acceptance. The COR will then confirm and sign the on the invoices before payment can be made. The Contractor will be paid on the basis of the invoice, which must state the following: (a) the starting and ending dates of the subscription delivery; (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment; (c) Invoice number; (d) phone number; (e) BPA number that is being billed against; (f) Amount for billed; (g) Electronic Fund Transfer(EFT) banking information, include Account Name, Account Number, Bank Name, Bank Address, Swift Code; (h) Date Invoice submitted; (i) Signature of Contractor.

BPA and PO clause 52.232-3&4(EFT payment) shall apply.