

REQUEST FOR TENDER NO.001
COURIER CONCESSION AGREEMENT

Issued by: **AGREEMENT OFFICER**
Consular Section
U.S. Embassy Manila

Name and Address of Service Provider:

CONCESSION AGREEMENT

The Service Provider agrees to perform the entire courier services described in this Agreement for the consideration stated.

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SECTION 1 – AGREEMENT TERMS

I. GENERAL

A. **Purpose.** The purpose of this Agreement is to provide a license to the Service Provider to operate a courier services for the American Citizen Services (ACS) clients of the U.S. Embassy – Manila.

B. **Description of Courier Service Operation.** The Service Provider shall provide a staffed booth outside the consular section waiting area to sell its delivery services to applicants for American Citizen Services as follows:

- a. All funding and compensation to the Service Provider will come from the sales of its services to ACS clients.
- b. This agreement is for courier services only. Any reference to "fees" or "prices" refer to courier services, not to any other service.
- c. The Embassy Consular Section shall inform ACS clients that they may use the delivery services of the Service Provider to deliver documents which are not returned personally to the client.
- d. The Service Provider shall enter into a direct Agreement of sale with the applicant or his/her authorized agent for the service of delivery of the applicant's documents.
- e. The Government shall have no responsibility whatsoever as regards such Agreement of sales.
- f. The Government assumes no responsibility for the safekeeping or accountability of the fees collected by the Courier services.
- g. The Service Provider shall provide ACS clients services locations located throughout the Philippines.

C. Fee/Price List: The Service Provider shall be paid the following rates for all courier services under this agreement. Pricing shall be in Philippine Currency, inclusive of labor, materials, professional supervision, transportation and handling fees.

C.1 Base Year

One-Way Delivery

Weight of Shipment	Luzon (Pesos)			Visayas (Pesos)		Mindanao (Pesos)	Mindanao (Pesos)
	Twenty -four (24) Hours Delivery within Metro Manila	Outside Metro Manila Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days
1-100 grams	₱	₱	₱	₱	₱	₱	₱
101-250 grams	₱	₱	₱	₱	₱	₱	₱
251-500 grams	₱	₱	₱	₱	₱	₱	₱
501 - 1000 grams/1 kg	₱	₱	₱	₱	₱	₱	₱
Add-on in excess of 1 kg (0-100 grams)	₱	₱	₱	₱	₱	₱	₱

C.2 First Option Year

One Way Delivery

Weight of Shipment	Luzon (Pesos)			Visayas (Pesos)		Mindanao (Pesos)	Mindanao (Pesos)
	Twenty -four (24) Hours Delivery within Metro Manila	Outside Metro Manila Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days
1-100 grams	₱	₱	₱	₱	₱	₱	₱
101-250 grams	₱	₱	₱	₱	₱	₱	₱
251-500 grams	₱	₱	₱	₱	₱	₱	₱
501 - 1000 grams/1 kg	₱	₱	₱	₱	₱	₱	₱
Add-on in excess of 1 kg (0-100 grams)	₱	₱	₱	₱	₱	₱	₱

C.3 Second Option Year

One Way Delivery

Weight of Shipment	Luzon (Pesos)			Visayas (Pesos)		Mindanao (Pesos)	Mindanao (Pesos)
	Twenty -four (24) Hours Delivery within Metro Manila	Outside Metro Manila Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days
1-100 grams	₱	₱	₱	₱	₱	₱	₱
101-250 grams	₱	₱	₱	₱	₱	₱	₱
251-500 grams	₱	₱	₱	₱	₱	₱	₱
501 - 1000 grams/1 kg	₱	₱	₱	₱	₱	₱	₱
Add-on in excess of 1 kg (0-100 grams)	₱	₱	₱	₱	₱	₱	₱

C.4 Base Year

Two Way Delivery

Weight of Shipment	Luzon (Pesos)			Visayas (Pesos)		Mindanao (Pesos)	Mindanao (Pesos)
	Twenty -four (24) Hours Delivery within Metro Manila	Outside Metro Manila Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days
1-100 grams	₱	₱	₱	₱	₱	₱	₱
101-250 grams	₱	₱	₱	₱	₱	₱	₱
251-500 grams	₱	₱	₱	₱	₱	₱	₱
501 - 1000 grams/1 kg	₱	₱	₱	₱	₱	₱	₱
Add-on in excess of 1 kg (0-100 grams)	₱	₱	₱	₱	₱	₱	₱

C.5 First Option Year

Two Way Delivery

Weight of Shipment	Luzon (Pesos)			Visayas (Pesos)		Mindanao (Pesos)	Mindanao (Pesos)
	Twenty -four (24) Hours Delivery within Metro Manila	Outside Metro Manila Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days
1-100 grams	₱	₱	₱	₱	₱	₱	₱
101-250 grams	₱	₱	₱	₱	₱	₱	₱
251-500 grams	₱	₱	₱	₱	₱	₱	₱
501 - 1000 grams/1 kg	₱	₱	₱	₱	₱	₱	₱
Add-on in excess of 1 kg (0-100 grams)	₱	₱	₱	₱	₱	₱	₱

C.6 Second Option Year

Two Way Delivery

Weight of Shipment	Luzon (Pesos)			Visayas (Pesos)		Mindanao (Pesos)	Mindanao (Pesos)
	Twenty -four (24) Hours Delivery within Metro Manila	Outside Metro Manila Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days	Within Serviceable Area Delivery within 2 to 4 days	Outside Serviceable Area Delivery within 2 to 4 days
1-100 grams	₱	₱	₱	₱	₱	₱	₱
101-250 grams	₱	₱	₱	₱	₱	₱	₱
251-500 grams	₱	₱	₱	₱	₱	₱	₱
501 - 1000 grams/1 kg	₱	₱	₱	₱	₱	₱	₱
Add-on in excess of 1 kg (0-100 grams)	₱	₱	₱	₱	₱	₱	₱

D. Funds Obligation. The Government obligates no funds under this Agreement.

II. PERIOD OF AGREEMENT

A. **Initial Period of Agreement.** The initial period of this Agreement shall start fifteen (15) days after the date of signature of the Agreement Officer. The Agreement shall expire one (1) year later.

B. **Subsequent Periods.** The Government may extend this Agreement for periods of two years beyond the expiration date for a total cumulative period of three (3) years. Extensions are made beyond the expiration by modification based on mutual agreement of the parties.

III. GOVERNMENT PERSONNEL

A. **Agreement Officer.** The Agreement Officer has the overall responsibility for the administration of this Agreement. The Agreement Officer alone, without delegation, is authorized to take actions on behalf of the Government to modify or deviate from the Agreement terms and conditions. Changes to any terms and conditions of this agreement shall be covered by a modification signed by both parties. The Agreement Officer may delegate certain responsibilities to authorized representatives.

B. **Technical Representative.** The Agreement Officer may designate a Technical Representative to assist in the discharge of certain of the Agreement Officer's responsibilities. The responsibilities of the Technical Representative include, but are not limited to:

1. Determining the adequacy of compliance by the Service Provider with the terms and conditions of this Agreement; and
2. Acting as the Government's principal point of contact regarding day-to-day operation of the service.

If a Government's Technical Representative is not appointed, the Agreement Officer assumes these responsibilities.

C. **Inspectors.** Inspectors are subordinates of the Agreement Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Service Provider's work. The Facility Management Officer (FMO) will supervise the maintenance responsibilities of the Government in the service area. The General Services Officer (GSO) will provide inventory control of Government-furnished property, if any. The Inspector(s), including a designated consular officer, may inspect and monitor the services provided by the Service Provider.

D. **Authority to Modify the Agreement.** The Technical Representative or Inspectors have no authority to modify the Agreement's specifications or other terms and conditions. Only the Agreement Officer may modify the Agreement.

IV. INSPECTION

A. Responsibilities of the Service Provider. The Service Provider shall develop and maintain an inspection system intended to ensure its compliance with all its responsibilities under this Agreement, including quality of service and customer satisfaction. This system shall include written records of inspections made. The Service Provider shall provide these records to the Government upon request.

B. Rights of the Government.

(1) The Government has the right to inspect the premises (the physical area provided by the Government) where the courier service is provided as well as the actual services provided. This inspection may be made at any time, without prior notice, during the term of the Agreement. The Government shall perform the inspection in a manner that will not unduly delay the work of the Service Provider. These inspections may include, but are not limited to, a comprehensive review of the following:

1. Service quality, attentiveness, courtesy, and similar factors.
2. Security practices and conditions.
3. Personnel appearance.

(2) If the Government performs any inspections on the premises of the Service Provider, the Service Provider shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

V. TERMINATION

The Agreement Officer may terminate this Agreement by written notice, when it is in the best interests of the Government. This termination may be made for (1) cause, for example, due to failure of the Service Provider to comply with the terms and conditions of this Agreement or (2) convenience of the Government. The Government is not required to give advance notice of termination. Upon termination, Service Provider shall remove all of its property from the premises within the time established in the termination. The Government shall not be responsible for any loss or damage incurred by the Service Provider as the result of termination, including but not limited to employee claims, personal property losses, and lost profits.

VI. TERMS OF AGREEMENT

Rent, Utilities and Government-Furnished Property. The Service Provider shall not be liable for payment of any rent or for reimbursement to the Government for electricity and HVAC services or use of Government-furnished property as a result of services provided under this Agreement. However, see Section VII, paragraph (E) and (F) below for potential liability on the part of the Service Provider due to damage to property.

VII. SPECIAL PROVISIONS

A. **Security Access to Property.** The Government has the right and may deny access to Embassy-owned and operated facilities to any individual. The Service Provider will provide to the Agreement Officer the names and biographic data on all personnel who will be used on this Agreement. The Service Provider shall provide this document at least fifteen (15) days prior to their commencement of performance on the Agreement, including planned back-up personnel.

B. **Standards of Conduct.** The Service Provider shall maintain satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity and shall take disciplinary action with respect to employees as may be necessary. Each Service Provider employee shall adhere to standards of conduct that reflect credit on themselves, their employer and the American Embassy. Service Provider employees must use politeness and courtesy when dealing with Embassy personnel and clientele. The Government may direct the Service Provider to remove an employee for failure to comply with the standards of conduct.

C. Personal Injury, Property Loss or Damage Insurance.

(1) The Service Provider, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses, as required by law. Insurance shall cover all Service Provider-owned and operated equipment behind the service counter.

(2) Before starting courier service, the Service Provider shall provide to the Government a certification that the required local country/locality licensing has been obtained.

D. **Indemnification.** The Service Provider agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Service Provider, its officers, agents, and employees, or any other person, arising from any incident of the Service Provider's performance of this Agreement. The Service Provider expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Service Provider's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

E. **Protection of American Embassy Buildings, Equipment, and Grounds.** The Service Provider shall use reasonable care to avoid damage to American Embassy buildings, equipment and grounds. If the Service Provider's failure to take adequate care results in damage to any of this property, the Service Provider shall repair such damage at no expense to the Government, as the Agreement Officer directs.

F. Government-Furnished Property.

(1) The Government shall furnish the property described in Section 3 to this Agreement. Delivery to the Service Provider shall be accomplished by the property being made available in the space designated for the Service Provider's use in his operation of the Courier Agency service. The Service Provider shall provide acceptance receipt to the Agreement Officer at the time that the property is made available to the Service Provider at the space designated for Service Provider use.

(2) Title to all Government-furnished property shall remain with the Government. The Service Provider shall use the property only in connection with this Agreement.

(3) The Government shall maintain the official property control records of all Government-furnished property.

(4) Upon taking delivery of the Government-Furnished property, the Service Provider assumes the risk and responsibility for its loss or damage, except--

- (a) For reasonable wear and tear; or
- (b) As otherwise provided in this Agreement.

G. Precedence of English Language Translation. In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language version shall take precedence.

VIII. DISPUTES

If the Agreement Officer and Service Provider fail to reach agreement over any disputed issue resulting from this Agreement, the sole remedy to both parties shall be referral of the disputed issue to the American Embassy official at one level above the Agreement Officer. This individual's ruling shall be considered final by both parties.

SECTION 2 - SPECIFICATIONS/PERFORMANCE REQUIREMENTS

I. SCOPE OF WORK.

The Service Provider shall provide all labor, personnel, supervision, tool, supplies/materials and equipment, except those identified as government-furnished, including transportation necessary to perform the services described in this agreement.

The service provider shall establish a courier agency to perform delivery of documents in accordance with the following requirements:

- **Delivery of Handouts containing basic application procedures;**
- **Delivery and Pick-up of Application Forms and Supporting Documents;**
- **Delivery of U.S. Passports and Consular Reports of Birth Abroad (CRBA's), and**
- **Receipt of Expected Shipment List (ESL) for American Citizen Services (ACS) Applicants**

The Service Provider shall provide the American Citizen Services (ACS) clients with handouts containing basic application procedures, application forms and pickup/delivery services. ACS will provide handouts and application forms to the Service Provider. The Service Provider shall deliver the documents only to the respective owners, or to those persons duly authorized in writing, at the addresses provided by the client. All handouts and application forms shall be provided to the Service Provider by ACS.

The Service Provider shall receive U.S. passports and CRBA's from the American Citizen Services Section, Monday through Friday, excluding Embassy holidays (listed in Section 4) at 3:00 p.m. (Technical Representative may adjust pick-up time as necessary). The Service Provider shall e-mail the Expected Shipment List (ESL) of incoming citizenship and passport applications to the Technical Representative on a daily basis no later than 9:00 A.M. (Technical Representative may adjust transmission time as necessary). The ESL shall be in excel format and shall contain the names of the applicants (in alphabetical order) and tracking numbers.

The Service Provider shall provide courier services for both on-site and off-site clients as described below:

I.1) ON-SITE. The Service Provider shall pick-up issued CRBA's/passports from ACS at the time coordinated by the Technical Representative and deliver the CRBA's/passports to ACS clients, who availed themselves of the Embassy on-site courier service. This is a one-way CRBA/passport pass back.

I.2) OFF-SITE. The Service Provider shall provide ACS clients with handouts containing basic application procedures, application forms and pick-up delivery services as follows:

I.2.1 Applicant calls Service Provider for delivery of handouts on basic application procedures and delivery of CRBA and/or U.S. Passport forms as necessary.

I.2.2 Service Provider shall assemble the packets containing handouts and application forms for delivery. ACS will furnish the Service Provider the list of documents to be included in the packets. Courier delivers requested forms to the applicant's residence. Service Provider fills out necessary courier paperwork and collects courier service fee at this point.

I.2.3 At the client's request, Service Provider shall pick-up completed application forms at the applicant's residence. Service Provider shall deliver the completed forms and supporting documents to the American Services Section for processing.

I.2.4 Service Provider shall deliver completed U.S. passports and/or Consular Report of Birth Abroad, and other original documents to the clients.

I.2.5 During ACS Outreach activities, Service Provider shall assign and dispatch to the location of the event at least one (1) local support staff in order to provide courier services to ACS clients pertaining to the pick-up and delivery of CRBA and/or U.S. Passport forms as necessary. Service Provider shall ensure the presence of their staff at the outreach venue thirty (30) minutes prior to the start of the outreach. Service Provider will maintain and provide multiple copies of a manifest for documents collected during the outreach. One copy to be provided to the ACS representative, one copy to accompany the documents and one copy for the courier.

I.3. Pro-Active Text Services: The Service Provider shall provide PRO-ACTIVE TEXT SERVICES to ACS (Citizenship and Passport) applicants who availed of the on-site and off-site courier services. The applicant may provide a cell phone number to where the Service Provider will transmit the text messages in order to inform the applicant of the current location of his/her documents.

I.3.1 FOR APPROVED CASES: The Service Provider shall transmit at least three (3) text messages to the applicant subject to the following rules:

- a) The first text message shall be made within 24-hours upon sign-up by the applicant confirming his/her availability to the PRO-ACTIVE TEXT SERVICES.
- b) The second text message shall be made within 24-hours upon release of the applicant's CRBA and/or U.S. passport from the U.S. Embassy.
- c) The third text message shall be made upon generation of delivery record informing applicant that his/her CRBA and/or US passport is out for delivery (for Metro Manila Delivery only); or that his/her CRBA and/or US passport is being transferred from Manila to the province of destination (for Provincial Delivery).

I.3.2 FOR OUTSTANDING CASES: The Service Provider shall transmit at least three (3) text messages to the applicant subject to the following rules:

- a) The first text message shall be made within 24-hours upon sign-up by the applicant confirming his/her availability to the PRO-ACTIVE TEXT SERVICES.
- b) The second text message shall be made within 24-hours upon generation of delivery record informing applicant that his/her additional documents for citizenship and/or passport application is out for delivery to the Embassy.
- c) The third message shall be made within 24-hours upon delivery of the additional documents for citizenship and/or passport application to the Embassy.

I.4. Emergency Notifications to the Embassy Warden Network. During the first year of the Agreement the Courier shall provide emergency communications to, and receive emergency notifications from no more than 10 wardens twice in the first year. The choice of the wardens who will participate in this pilot program will be agreed upon by the Embassy, the Courier and the wardens selected to participate. At the end of the first year of the Agreement the Government will review this program. This service will be provided by the Courier at no cost (charge) to the USG.

I.5. The Service Provider shall make delivery to clients within (24) hours within Metro Manila and two (2) to four (4) calendar days outside of Metro Manila. The Service Provider, after making three delivery attempts, shall return passports and other documents not delivered within ten (10) working days for Metro Manila and fifteen (15) working days outside of Metro Manila from date of release, from the Embassy. The Contractor shall not claim for additional costs for making three delivery attempts. The Service Provider shall return the undelivered shipment to the Technical Representative at no additional cost to the U.S Government.

I.6. In case of loss or damage, or suspected loss age by the Service Provider (including theft/robbery), the Service Provider shall immediately notify the Technical Representative by phone at 301-2000 x2242 and by email to CGManila@state.gov and ManilaACSPassports@state.gov within 24 hours from the date of the incident. If the loss or damage occurs on a weekend or Embassy holiday, the Service Provider shall inform the client that the Embassy will receive an email notification of the incident on the next Embassy working day.

If lost, damaged or stolen while in the possession of the Courier, the Service Provider shall reimburse the client the actual cost of the documents including expedited fee, courier service, appointment charges and added costs in securing new documents. In addition, the Service Provider shall be responsible in the reconstruction of all lost or damaged documents.

I.7. The Courier shall establish a receipt system enabling the consular section to verify that passports and documents are being delivered to the correct client. If the Courier chooses to do this on a computer database, the courier shall provide the Embassy with the appropriate computer hardware and software at no charge or cost to the Government.

I.8. The Courier shall provide a sign placement in the Embassy. It shall describe the courier services and prices. The Service Provider and the Government's Technical Representative shall

determine the size and details of the sign. The Government may allow the courier to advertise its services by other methods. However, all advertisements either within or external to the Embassy, must be approved in writing, in advance, by the Agreement Officer or the Government's Technical Representative.

II. DESCRIPTION OF FACILITIES

The Government will provide approximately fifteen (15) Square Meters of office space for the Service Provider to establish a booth. This location is presently established, but not limited, to the outside consular section waiting area. Any alterations to the space shall be approved and implemented by the Government at no charge or cost to the Service Provider.

III. HOURS OF SERVICE

A. Schedule. The Courier Service area in the Embassy shall be open and in operation between the hours of 7:00 a.m. and 4:30 p.m. Monday through Friday or such other hours as are mutually agreed-upon. The Courier Agency service will be closed on official Embassy holidays. Holiday schedule is shown in Section 4. The US Embassy is not required to recognize Philippine holidays. As such the Service Provider shall provide staff at no additional charge on these days when the Embassy is open and representative(s) are required to provide service onsite and offsite.

B. Schedule Modifications. The Government may revise required service hours and days to be consistent with changes in Embassy policy relating to hours of operation. The Service Provider shall submit requests to modify hours or days of service to the Agreement Officer for approval at least five working days before required modifications. Any special events held on the Embassy compound must be approved by the Technical Representative and the Regional Security Officer (RSO).

C. Customer Service. The Courier Service will maintain a dedicated phone line for ACS customers with sufficient, trained staff to handle call volume during normal business hours. Customers calling this line after hours or reaching a busy signal will receive a dedicated message indicating that they have reached the service provider's ACS line. The message will provide hours of service and basic information on package tracking. This message may be modified as needed and by agreement of both parties. The US Embassy is not required to recognize Philippine holidays. As such the Service Provider shall provide staff at no additional charge on these days when the Embassy is open and representative(s) are required to provide phone service.

IV. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. General. The Service Provider shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Embassy while service is provided.

B. The Service Provider shall possess all required licenses and permits. The Service Provider and its employees shall observe all building, health, sanitary, and other regulations. The Service

Provider shall employ sufficient number of personnel to perform the agreement. The personnel (employees) shall be adequately trained to perform standard, commercial courier services. The Service Provider shall possess and maintain insurance, maintain records, submit reports, and observe all other Agreement requirements.

The Service Provider shall pay all fees or other charges incident to or resulting from operations under the Agreement. The Service Provider shall exercise reasonable care in the use of space and Government-owned equipment and, upon Agreement termination, the Service Provider shall yield such space and equipment in as good condition as when received, except for ordinary wear and tear, and damage or destruction beyond the Service Provider's control and not due to the Service Provider's fault or negligence.

C. Service. The Service Provider shall operate and manage the Courier service in the Service Provider's name at the American Embassy.

D. Personnel and Supervision.

(1) The Service Provider shall employ sufficient personnel to maintain safe and secure conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Service Provider shall at all times provide adequate staff of employees to perform the varied and essential duties inherent to a successful banking service operation.

(2) The Service Provider shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Government/Embassy nor entitled to any rights or benefits of the Government/Embassy.

(3) The Service Provider agrees to assign to work under this Agreement only those employees who are reviewed and approved for a security clearance by the Embassy. The Service Provider shall furnish to the Embassy's Regional Security Officer, on forms provided by the Embassy, a personal history of all employees the Service Provider proposes to assign to work under this Agreement. No Service Provider employee shall commence work under this Agreement until the employee receives a security clearance. In order to process security clearance, the RSO shall be furnished with the employee's biographic data form; original copies of current NBI clearances of not more than six (6) months old, 3 pcs. of (2"x 2") black and white picture; local police clearance and barangay clearance, after the award of the agreement. Personnel assigned to work on the Embassy premises will be assigned access passes. These passes must be returned to the Embassy upon termination of employment, transferred to another facility, or termination of this agreement.

(4) The Service Provider shall appoint a manager for this Agreement. The Service Provider's manager shall be replaced, on 30 day notice, upon request of the Agreement Officer.

(5) The Service Provider shall provide its employees adequate uniforms and nameplates or name tags for identification as Courier employees to be worn at all times while on the embassy

compound. This identification shall be approved and/or provided by the Embassy's Regional Security Officer.

(6) The Service Provider shall provide relief personnel who are trained adequately to substitute for the regular employees who may be absent. Relief personnel shall also comply with the requirements for security clearances under paragraph three (3) above.

(7) The Service Provider shall require the employees to comply with Embassy instructions pertaining to conduct and building regulations in effect for the control of persons in the building.

(8) The Service Provider shall return all articles found by the Service Provider, the Service Provider's agents or employees, or by patrons and given to the Service Provider, to the General Services office as lost and found items. The Service Provider shall instruct its employees and ensure sufficient supervision to ensure that its employees do not offer advice to its clients.

(9) The Service Provider is authorized to bring its service vehicles into the embassy parking area for document delivery and retrieval purposes, provided that it shall abide by and complies with security regulations. The Service Provider shall coordinate access of the vehicles on a weekly basis by providing the make, model, color and plate number of the vehicles to Technical Representative.

E. Trash Removal. The Government will perform all trash removal in the Courier Service Provider's space at a frequency consistent with the volume of trash generated by the normal operation of the facility. This will be no less than once a day. Any exception must be directed in writing by the Agreement Officer.

F. Rodent and Pest Control. The Service Provider shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.

G. Service Provider Performed Repairs. The Government will perform preventive maintenance and repair of the Embassy equipment. The Service Provider shall submit a work order to the Agreement Officer on the Embassy's standard form for all repair requests.

H. Cleaning and Janitorial Services.

(1) The Government shall furnish labor and provide all cleaning supplies and equipment

(2) The Service Provider shall maintain the assigned space in a clean orderly, and sanitary condition at all times.

(3) Cleaning and janitorial services shall be performed on a regular schedule.

I. Security areas. The Service Provider shall be responsible for the security of all areas under the jurisdiction of the Service Provider. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the Courier service is closed. The Service Provider shall furnish a

daily report to the Guard office upon leaving the building at the close of each business day. The Service Provider shall not change any locks or other security devices on the doors of its assigned space. An emergency key will be kept in the Embassy's security office.

J. Hazardous conditions. The Service Provider shall be responsible for unsanitary or hazardous conditions that are dangerous to anyone using the Courier Agency services.

K. Liability. The US Government shall not be bound by any agreement or contract entered into by the Service Provider with its subcontractors or to its clients whether it has knowledge thereof or not and shall not be held liable for any claims, losses or liability arising thereon.

The Government will not be responsible for damage or loss/occasioned by fire, theft, accident, or otherwise to the Service Provider's stored supplies, materials or equipment, or the employees'

personal belongings. The Service Provider shall report immediately any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facility Manager and to the Embassy's Regional Security Officer. The Government will not be liable for loss or damage to any items stored by applicants.

L. Fire and civil defense drills. The Service Provider shall notify the Technical Representative in the event of fire. Service Provider employees shall be organized and trained to participate in fire and civil defense drills. This shall be accomplished with the cooperation of the Facility Management Officer and the Regional Security Officer.

V. RESPONSIBILITIES OF THE GOVERNMENT.

A. At the beginning of the Agreement, the Government will provide space for Service Provider operations. The Government will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Government will provide space heating, cooling, space lighting, ventilation, and utilities. In addition, the Government will:

- (1) Make such improvements and alterations as it may deem necessary or desirable to prepare and recondition assigned space for its intended purpose.
- (2) Maintain and repair building structure in areas assigned for the Service Provider's use, including painting and redecoration, the maintenance of gas, water, steam, sewer, and electrical lines, ventilation, electrical lighting fixtures (including re-lamping) floors and floor coverings, and walls and ceilings. The Service Provider shall bear the expenses of repairs necessary because of negligence on the part of the Service Provider or the Service Provider's employees.
- (3) Provide, install, and permit the Service Provider to use the equipment listed, and additional equipment of a similar type when required for expansion approved by the Agreement Officer. In the event of any expansion, the Government will replace equipment that it has provided. Subject to adequate operation and handling of equipment by the Service Provider, the Government will replace component parts of, and make repairs to such equipment.

B. Government-owned Equipment. The U.S. Embassy will provide to the Service Provider the equipment/property listed under Section 3. Local and long distance charges to the assigned extension shall be billed to the Service Provider. All telephone charges on the data line are the responsibility of the Service Provider.

VI. RESTRICTIONS

A. Equipment. The Service Provider shall not install equipment other than that specified in this Agreement or remove any Government-owned equipment from the premises.

B. Patronage. Since the facilities to be provided are for the benefit and convenience of American Embassy visa applicants, patronage from other sources (that is, use by persons other than visa clients and Embassy employees) shall be prohibited.

C. Federal Holidays. The Courier Service area shall be closed on Embassy holidays. Section 4 provides a listing of scheduled American Embassy holidays.

D. Facilities. The physical space made available to the Service Provider under this Agreement shall not be used in connection with operations not included in the Agreement.

VII. DEFINITIONS The following definitions pertain to this Agreement.

A. Courier. The Service Provider under this contract. The word Service Provider and Courier are interchangeable.

B. Agreement Officer: "Agreement Officer" means a person with the authority to enter into, administer, and/or terminate Contracts and make related determinations and findings. The term includes certain authorized representatives of the Agreement Officer acting within the limits of their authority as delegated by the Agreement Officer.

C. Service Provider: "Service Provider" means the individual or company that has entered into a Agreement with the Embassy. This word is interchangeable with Courier.

D. RSO: Regional Security Office of the American Embassy

E. GSO: General Services Office of the American Embassy. This person is also the Agreement Officer unless a different distinction is made elsewhere in this Agreement.

F. ACS: American Citizen Services

G. Warden: An American Citizen volunteer responsible for assisting the Embassy in communicating with an assigned group of Americans.

H. Day: Calendar Day

I. Tender: a formal offer

J. Government: "Government" means the United States Government

SECTION 3 - GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS

The Government will provide the following:

- (1) Space with an approximate area of fifteen (15) square meters at the waiting area.
- (2) Booth with an approximate area of four (4) square meters at the waiting area.
- (3) Electricity
- (4) One duplex, 10 Amp, 110 Volt outlet,
- (4) Two (2) local embassy telephone extension for local Manila calls only.
- (5) One desktop telephone can be provided but at the expense of the Service Provider.
- (6) One twisted pair data connections to the exterior telephone connection terminal.
- (7) Built-in furniture desktop in the office space to be provided.
- (8) Cleaning and janitorial services

SECTION 4 - HOLIDAY SCHEDULE

SUBJECT : Embassy Holiday Schedule for Calendar Year 2020

The Chief of Mission has approved the official closing of the Embassy on the following U.S. and Philippine holidays during the 2020 calendar year. [Since Eid’l Fitr tentatively falls on May 24 (Sunday), it has been replaced by Eid’l Adha on this holiday list.

Holiday	Nationality	Legal Date	Closing Date
New Year’s Day	U.S. / PHL	Jan 1, Wed	Jan 1, Wed
M. L. King Jr. Day	U.S.	Jan 20, Mon	Jan 20, Mon
U.S. Presidents Day	U.S.	Feb 17, Mon	Feb 17, Mon
Araw ng Kagitingan (The Day of Valor)	PHL	Apr 9, Thu	Apr 9, Thu
Good Friday	PHL	Apr 10, Fri	Apr 10, Fri
Philippine Labor Day	PHL	May 1, Fri	May 1, Fri
U.S. Memorial Day	U.S.	May 25, Mon	May 25, Mon
Philippine Independence Day	PHL	Jun 12, Fri	Jun 12, Fri
U.S. Independence Day	U.S.	July 4, Sat	Jul 3, Fri
Eid’l Adha (Feast of the Sacrifice)	PHL	Jul 31, Fri	Jul 31, Fri
Ninoy Aquino Day	PHL	Aug 21, Fri	Aug 21, Fri
National Heroes Day	PHL.	Aug 31, Mon	Aug 31, Mon
U.S. Labor Day	U.S.	Sep 7, Mon	Sep 7, Mon
Columbus Day	U.S.	Oct 12, Mon	Oct 12, Mon
All Saints Day	PHL	Nov 1, Sun	Nov 2, Mon
U.S. Veterans Day	U.S.	Nov 11, Wed	Nov 11, Wed
Thanksgiving Day	U.S.	Nov 26, Thu	Nov 26, Thu
Christmas Eve	PHL	Dec 24, Thu	Dec 24, Thu
Christmas Day	U.S. / PHL	Dec 25, Fri	Dec 25, Fri
Jose Rizal Day	PHL	Dec 30, Wed	Dec 30, Wed

The Courier Service area will be closed on the following official holidays observed by the American Embassy in 2020. The Embassy will provide a similar listing of holidays for subsequent years if this Agreement is extended. The Embassy is *not* required to observe Filipino holidays. Should the Embassy decide to remain open during a Filipino holiday or other government announced holiday, whether it is a ” regular holiday” or “special non-working day”, etc., the day is treated as a regular work day and the Courier Service will be required to provide a service representative at no additional charge.

SECTION 5 – TENDER PREPARATION/SUBMISSION AND EVALUATION

I. INSTRUCTIONS ON TENDER PREPARATION

General Information. Submit an original and two copies of the tender, prepared in such format and detail as to enable to Government to make a thorough evaluation. Seal the tender package in an envelope and identify clearly the company name and manager and address. Identify and explain any deviations, exceptions, or assumptions taken regarding any of the instructions or requirements. Please submit three (3) copies of your bids to the following address by February 28, 2020.

Consul General's Office
Agreement Officer -Consular Section
US Embassy Manila
1201 Roxas Boulevard
Ermita Manila

- A. Submission Deadline. Submit the complete tender no later than 4:00 P.M. on February 28, 2020.
- B. Signature Requirement: EACH TENDER MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE FIRM. ACKNOWLEDGE ANY AMENDMENTS TO THIS INVITATION TO TENDER IN THE FIRST PART OF THE TENDER SO THE EVALUATORS CAN BE CERTAIN THAT THE TENDER REFLECTS ANY CHANGES TO TERMS AND CONDITIONS.

Address the following areas in the order under paragraph D.

- C. Contents of Tender.

PART 1—Pricing. A complete tender in which section I.C. Fee/Price List is filled out.

PART 2

- (1) General Information about the firm submitting the tender including experiences and references.
- (a) Prior Quality of Service and Experience. List all contracts and courier service licensing agreements your company has held over the past three years for the same or similar work. Provide customer's name, address, and telephone numbers, dates, and number of personnel providing the services, peso value and financial arrangements, brief description of the work, and any terminations and the reason for termination.
- (b) Financial Capability. Describe your company's financial condition and capability. State what percentage of your company's estimated total business the work under this solicitation would entail during the period of any Agreement. Provide a latest audited

financial statement. Describe any assets other than cash, accounts receivable, land, buildings, or equipment carried on existing company balance sheets.

(c) Other General Company Information and Information Specific to this Solicitation.

1. Name and resume of the Project Manager/s or other liaison to the Embassy who understands written and spoken English.
2. Provide certifications that proposed employees to be assigned are physically fit to perform the work required under this agreement. The Government reserves the right to request the Service Provider to provide proof of physical examination performed by a licensed physician of proposed employees prior to their assignment to duty.
3. Provide a list and full address and telephone number of service locations established throughout the Philippines.
4. Describe the receipt system and computer and database program (if any) to assure that passports and documents will be delivered to the correct client.
5. List of present and past clients for similar work for the last three (3) years which include the following information:
 - (a) Name of customer, address, telephone and fax number;
 - (b) Description of Services;
 - (c) Comparability; and
 - (d) Contract period and value
6. Sample of report and actions taken when customers claim non-receipt of Passport/documents.
7. Brief description of facility and its location that the company proposes to use for storage of non-violent items.

(2) Performance Requirements:

The person/organization submitting the tender shall provide:

1. A description of the service tendered;
2. A description of the quality level of service tendered;
3. The performance standards and quality assurance measures/programs that will be employed under this agreement;
4. A description of the emergency, contingency and back-up plans/operations to provide uninterrupted service; and,

5. A description of the plans and operations to prevent any unauthorized access to passport and visa documents in the possession of the Service Provider.

II. EVALUATION OF TENDERS AND SELECTION FOR AWARD

The Government may award an Agreement on the basis of initial tenders received, without discussions. Therefore, each initial tender should contain the best terms from a price and technical standpoint.

A. To be eligible for evaluation tenders must:

1. Be prepared in accordance with the instruction above under Section 5 paragraph I above.
2. Address all requirements of the Tender.

B. Evaluation: The Government will evaluate tenders to determine acceptability as follows:

1. The Government will review the tender to determine compliance with all requirements and terms and conditions of the Tender.
2. The Government will review the tender to determine the past performance of the firm submitting the tender throughout the Philippines.
3. The Government will review the tender to determine if the firm submitting the tender is providing reliable and quality service to its clients.
4. The Government will review the tender to determine if the prices offered to users of the service will be consistent with current commercial prices.

C. Selection for Award:

1. The Government will select one person/organization for award.
2. Those tenders, who receive a technically acceptable rating from the review described above, will be eligible for further consideration.
3. The technically acceptable firm which proposes the best combination of price, service, reliability, past performance, financial capability and responsibility will receive the award.

Cleared by:

Consul General: _____

