

**REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)**

THIS RFQ _ IS IS NOT A SMALL BUSINESS SET-ASIDE

Page 1 of 13

1. REQUEST NO. SHO80012Q0016	2. DATE ISSUED 2/08/2012	3. REQUISITION/PURCHASE REQUEST NO. PR1620400	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY AMERICAN EMBASSY TEGUCIGALPA GSO, ACQUISITIONS UNIT, ATTN: GSO TEGUCIGALPA,			6. DELIVER BY (Date) 3/01/2012	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY	
NAME Fatyma Lorenzana		TELEPHONE NUMBER 2236-9320 ext. 4398		9. DESTINATION
8. TO:			a. NAME OF CONSIGNEE AMERICAN EMBASSY TEGUCIGALPA	
a. NAME 0		b. COMPANY		b. STREET ADDRESS LA PAZ AVE., ATTN: GSO
c. STREET ADDRESS			c. CITY TEGUCIGALPA	
d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 2/15/2012 at 10:00 am			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.	

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	VEHICLE RENTAL SERVICES MARCH 1, 2012 TO SEPTEMBER 30, 2012				
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE

NOTE: Additional provisions and representations [] are [] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

**SECTION 1 - THE SCHEDULE
RFQ SHO800-12-Q-0016
PRICES, BLOCK 11(e)**

I. SCOPE OF SERVICES

The Contractor shall provide **vehicles in Tegucigalpa, Honduras.**

This is an indefinite-delivery, indefinite-quantity, type contract with firm-fixed daily rates.

The period of performance of this contract will be from March 1, 2012 to September 30, 2012 and individual delivery orders shall be issued for specified services for specific periods of time within the rates designated.

II. PRICES

Item No.	Description	Unit of Measure	Unit (Daily) Price	*Estimated Quantity	Total Estimated Amount
1	Three (3) Sport Utility Vehicles. Five passenger, 4x4, gasoline, automatic or standard	Days		126 Days per Vehicle	

Total Estimated Amount: _____

Contractor is required to provide the insurance deductibles.

The above daily rates without driver shall include all the costs necessary to accomplish the work as required by this contract, including all managerial cost, administrative cost, vehicles, communication equipment and all vehicle operation expenses, including but not limited to fuel, oil and other maintenance of such vehicles. They also include passenger insurance, driver insurance and vehicle insurance.

III. ALLOWABLE VEHICLE SUBSTITUTIONS

If the specified number of sedans, vans and buses are not available, the following substitutions are allowable:

- Vans substituted for sedans;
- buses substituted for vans or sedans

Sedans shall not be used in place of vans or buses. Simply stated, larger vehicles may replace smaller vehicles, but smaller vehicles may not replace larger vehicles. If the Contractor makes substitutions, billing and payment shall be at the contract rate for type of vehicle ordered by the Government.

IV. MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of **\$3,000.00**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **\$24,000.00**. This reflects the contract maximum for unscheduled services for this period of performance.

CONTINUATION TO SF-18
RFQ SHO800-12-Q-0016
DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

1. GENERAL

The Contractor shall provide vehicles without drivers for the American Embassy in Tegucigalpa. The Contractor shall provide all managerial, administrative, direct labor personnel, vehicles, all running expenses (i.e., fuel, oil, etc) including all servicing and insurance of such vehicles that are necessary to accomplish all work required by this contract.

2. DEFINITIONS

“Calendar Day” means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"COR" means the Contracting Officer's Representative.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Ordering Officer" means the Contracting Officer of the U.S. Embassy, **Tegucigalpa, Honduras.**

“Services” means the services performed, workmanship, and equipment furnished or utilized in the performance of the services.

3. MANAGEMENT

3.1. Contracting Officer’s Representative. The Contracting Officer’s Representative (COR) is responsible for validating requests from vehicle users, and providing instructions for vehicle use to the Contractor on a daily or less frequent basis. The COR does not have authority to issue task orders under this contract. See Article 7 for task order issuance.

4. VEHICLES

4.1. Types of Vehicles

The Government requires the following types of vehicles, if ordered under this contract. All vehicles shall be of the latest model and in excellent condition with air-conditioning. The Contractor shall provide registration numbers before the vehicles are used.

SUV Minimum 2 liters engine, four door, capable of carrying five passenger, 4x4, automatic or standard transmission, gasoline

4.2 Replacement/Servicing. The Contractor shall provide a replacement vehicle equivalent to the type that requires replacement, due to accident, breakdown, or any other reason, within one (1) hour of notice by the driver or by the COR.

5. QUALITY ASSURANCE PLAN (QAP).

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<p><u>Services.</u> Performs all vehicle rental services set forth in the performance work statement (PWS)</p>	<p><i>Insert Paragraph #1</i></p>	<p>All required services are performed and no more than one (1) customer complaint is received per month</p>

5.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

5.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

5.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

6. PAYMENT

Payment will be paid by The U.S. Embassy in **Tegucigalpa**.

7. TASK ORDERS

Task Orders under this contract shall contain the following information:

- (a) Name of contractor
- (b) Contract number
- (c) Date of purchase
- (d) Purchase number
- (e) Number of vehicles
- (f) Unit price, and
- (g) Total price
- (h) Payee

The Contracting Officer may place orders orally, telephonically, by facsimile, or in writing. Oral orders shall be confirmed in writing within three calendar days.

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov>

to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

CLAUSE

TITLE AND DATE

52.225-14 Inconsistency Between English Version and Translation of Contract
(FEB 2000)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than One vehicle, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of than **Three vehicles per day;**

(2) Any order for a combination of items in excess of than **Three vehicles per day;**

or

(3) A series of orders from the same ordering office within than **2** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than **2 (two)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

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

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

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.
(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and **two copies** to the following address :

American Embassy
Financial Management Office
Tegucigalpa, Honduras

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **DOJ Administrative Assistant**.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 2 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE.

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-18 cover page (blocks 8, 11(a)-11(f), and 13-16 and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

(4) a copy of the Certificate of Insurance including coverage and deductibles.

(5) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.214-34	Submission of Offers in the English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Management Officer**, at telephone (504)

2236-9320 ext. 4658. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 3 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 2.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-18, block 11(e)", and arriving at a grand total.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.