



EMBASSY OF THE UNITED STATES OF AMERICA
VALLETTA, MALTA

FISCAL YEAR 2012

SOLICITATION NUMBER

SMT850-12-Q-0006

American Embassy Valletta, Malta

Date: 20th July 2012

To: Prospective Bidders

Subject: **Eight (8) seater van**

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price and technically qualified. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so. Award of contract is subject to availability of funds to the U.S. Embassy.

Enclosed is a Request for Quotation (RFQ) to procure a new vehicle to be added to its Diplomatic fleet. If you would like to submit a quotation, please follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that is attached with this letter. You are welcome and encouraged to submit more than one quotation for review.

VIP: If more than one vehicle is being quoted please print the SF 00018 per each vehicle quoted

The Request for Quotation (RFQ) consists of the following sections.

1. Standard Form SF-18
2. Basic Information, Statement of work/specifications and technical qualifications.
3. Late quotation rules and evaluation method.

The U.S. Embassy plans to award a purchase order. You are encouraged to make your quote competitive. The RFQ does not commit the U.S. Embassy to make any award. The Embassy may cancel this RFQ or any part of it at any time.

Return the completed attached SF-18 form to the address shown in Block 5a of the SF-18.

Electronic quotations will not be accepted.

Follow the instructions in the attached self help document and mail or drop off bids at the U.S. Embassy to the attention of:

**General Services Office,
Attention: Mr. Nathan Austin
Embassy of the United States of America
Ta' Qali National Park
Attard ATD 4000
Malta.**

Your quotation **MUST** be in a sealed envelope marked with the Solicitation Number:

SMT850-12-Q-0006: Eight (8) seater van.

You may also call the embassy point of contact: Ms Josephine Cross Depares at 2561-4126.

The deadline for receipt of hard copy quotations is ...**12.00 hrs**..... local time, **31st July 2012**.

No quotations will be accepted after this time.

Specifications

Kindly specify in detail these requirements:

- Provide a quote for an Eight (8)
- Approximate dimensions. _____ -
- Model: _____
- Meters – length _____
- Engine: _____
- Horsepower/Torque: _____
- Automatic Transmission: _____
- Wheelbase: _____
- Length x Width x Height: approx _____
- Tires: _____
- Maximum payload: _____
- Economy: _____
- Fuel capacity: _____
- Seating Capacity: four to five passengers _____
- Number passenger doors: _____
- Cost for hybrid Version engine. _____
- Cost for Diesel Version engine. _____
- **VIP:** Low CO2 emissions vehicle. _____
- Automatic parking sensors. _____
- Roof rack _____
- Total price to include Plate Registration Fees. _____
- Color- Kindly state colors available _____
- Additional cost if using Metallic color : _____
- VIP: Provide details for length of maintenance warranty or in km/years. _____
- VAT must be listed as a separate cost if applicable. _____
- Is vehicle available or would it be on order. _____
- If on order when would vehicle be available? _____

VIP: Proposed quotes need to be exempted from all taxes as this vehicle is going to be used as part of the vehicle fleet for the U.S. Embassy in Malta.

All quotations must have detailed specifications for any type of vehicle quoted. A **catalogue** would be of high importance and has to be attached to quotes; VIP: the SF 18 form must be completed in full.

Basis for Award: This contract will be awarded based on best value to the U.S. Embassy which will include the type of vehicle, eco friendly vehicles and other associated services offered for the price asked. The Embassy reserves the right to hold, or to not hold, discussions with qualified bidders.

COMMERCIAL ITEMS

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

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.212-4	Contract Terms and Conditions – Commercial Items	OCT 2003
52.227-19	Commercial Computer Software – Restricted Rights (if order is for software)	JUN 1987
52.228-3	Workers’ Compensation Insurance (Defense Base Act) (if order is for services to be performed overseas and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (if order is for services to be performed overseas and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Clause Number and Title
(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of Total HUBZone Small Business set-Aside (JAN 1999) (15 U.S.C. 657a)
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN

	1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a)
	(4)(i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
	(ii) Alternate I (MAR 1999) to 52.219-5.
	(iii) Alternate II (JUN 2003) to 52.219-5.
	(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644)
	(ii) Alternate I (OCT 1995) of 52.219-6.
	(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644)
	(ii) Alternate I (OCT 1995) of 52.219-7.
	(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
	(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
	(ii) Alternate I (OCT 2001) of 52.219-9.
	(iii) Alternate II (OCT 2001) of 52.219-9.
	(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
	(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
	(ii) Alternate I (JUN 2003) of 52.219-23.
	(11) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
	(12) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
	(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)
	(14) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
	(22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
	(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
	(23) 52.225-1, Buy American Act – Supplies (JUN 2003) (41 U.S.C. 10a – 10d).
	(24)(i) 52.225-3, Buy American Act – Free Trade Agreements – Israeli Trade Act (JAN 2005) (41 U.S.C. 10a – 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
	(ii) Alternate I (JAN 2004) of 52.225-3.
	(iii) Alternate II (JAN 2004) of 52.225-3.
	(25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, <i>et seq.</i> , 19 U.S.C. 3301 note).
	(26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(27)	52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
(28)	52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
(29)	52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(30)	52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(31)	52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
(32)	52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
(33)	52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
(34)	52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
(35)(i)	52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2531).
(ii)	Alternate I (APR 2003) of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial item.

Clause Number and Title	
(1)	52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.).
(2)	52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(3)	52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(4)	52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(5)	52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-29, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64)

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order will exceed \$100,000)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post by a U.S. contractor)	JUL 1988
652.237-71	Identification/Building Pass (for services where frequent and continuing access to Department of State facilities is required)	APR 2004
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.242-70	Contracting Officer's Representative (if a COR is to be named) Fill-in for paragraph (b): "The COR is _____"	AUG 1999
652.242-72	Shipping Instructions (for supplies to be delivered to an overseas post by a U.S. contractor)	DEC 1994

The following clause is provided in full text, and is applicable for orders for services to be performed overseas:

DOSAR 652.228-71, Worker's Compensation Insurance (Defense Base Act) - Services (AUG 1999) (DEVIATION)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

(1) United States citizens or residents;

(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award if applicable.

(c) The current rate under the Department of State contract is [*contracting officer insert rate*] of compensation for services.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g) Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for these contractor employees. For those employees, the Contractor shall provide workers' compensation coverage against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

Should you require further assistance please do not hesitate to call or write back on deparesjc@state.gov