

PEACE CORPS

Overseas Request for Quotation (RFQ) for Supplies/Services/Equipment

Date: 22 September 2016

Peace Corps intends to offer a firm-fixed price contract for **Pest Control Misting and Mosquito Fogging Services at U.S. Peace Corps Office and four (4) Residences in Dili, Timor-Leste.**

Interested vendors should submit a quote for the services as described in this RFQ. Vendors are encouraged to read through the entire RFQ, including required contract template, to ensure that they have a clear understanding of Peace Corps' requirements before submitting a bid.

Quotes are due by 5:00 p.m. on **7 October 2016**. Quotes may be submitted in hard copy or by email to the addresses below. Any questions regarding the RFQ may be addressed to the same person. Offers received after the closing date will not be accepted.

To request site visits, call 7712-7868 (Deolindo Gusmao). To request additional details not addressed in this RFQ, but which may be required to assist vendors in preparing an offer for providing this service, send an email requesting information to: dmandell@peacecorps.gov.

Submit quotes **(in English Only)** to:

Name: Daniel S. Mandell

Address: Peace Corps Timor Leste (Rua Nu'u Laran No. 12, Bairro Dos Grilhos, Dili)

Email: dmandell@peacecorps.gov

Telephone: 7851-4554

A. Price/Period of Performance:

Please indicate your price to provide the requested service for the base year as well as 2 additional option years in the tables below. All prices must be quoted in US dollars.

The contractor shall furnish all labor, tools, equipment, materials, supplies and services necessary for the requested service to be provided at the highest level of quality. All costs to this effect must be included in your offer.

Supplier Unit Quotes shall be a Firm Fixed-Price, and inclusive of any administrative or overhead costs.

Base Year (12 month Contract)

Description of Services: Pest and Mosquito Control Program for Office and four residences

Contract Line Item #	Description of Services	Est. no. of Treatments	Per Treatment Cost (USD)	Total Firm-Fixed Price (USD)
1	Pest and Mosquito Control Treatments according to Statement of Work and Request For Quotation. Estimated treatment schedule: biweekly treatments in dry season (May - October, 2x per month) and weekly treatments in wet season (November - April, 4x per month)	36		
TOTAL FOR PERIOD OF PERFORMANCE				

The Peace Corps reserves the right to decrease or increase the frequency requirement from no less than 32 treatments to no more than 40 treatments with 30-days' written notice to the Contractor at the provided per treatment cost. As such the Contractor should provide a per treatment cost allowing for a range of 32-40 treatments over the period of performance.

B. Statement of Work/Specifications

Please see Attachment II - SOW

C. Location of Work

Peace Corps Office – Fumigation at office location must occur on weekends

- 1- 15 Rua Nu'u Laran
Bairro dos Grilhos
Dili, Timor-Leste

Four Residences:

- 2- Metiaut
Dili, Timor-Leste
- 3- Pantai Kelapa
Dili, Timor-Leste
- 4- Pantai Kelapa
Dili, Timor-Leste
- 5- Pantai Kelapa
Dili, Timor-Leste

Residential locations subject to change within Dili upon 30-days' written notice to the Contractor.

D. Delivery Schedule

Service is to commence in October 2016. An exact delivery schedule will be set with the contractor upon awarding of the contract.

Delivery Point of Contact:

If the Contractor requires a site inspection of the Peace Corps Office and residences to view the outlay and better understand Peace Corps' requirements to assist in putting an offer together, please contact:

POC Name: Deolindo Gusmao

Email Address: dgusmao@peacecorps.gov

Phone Number: 77127868

E. Acceptance Criteria

Work and materials shall match the specifications detailed in Statement of Work (SOW) and will be evaluated by the U.S. Peace Corps and possibly U.S. Embassy Specialists and Contractors for acceptance.

F. Contract Terms and Conditions

This contract will be a Peace Corps Firm Fixed Price Contract (see Contract Template).

G. Peace Corps Payment Schedule and Terms

The Contractor will receive payment by EFT in approximately 30 days after acceptance and receipt of valid/accurate invoice. If any other payment terms are proposed, these must be clearly stated in the bid and will be factored into the evaluation.

H. Evaluation Factors:

Award will be made after consideration of the following factors as marked below:

- Price
- Ability to best meet Peace Corps' chemical specifications. The Contractor should address the ability to meet all the products specifications outlined in this RFQ, and clarify the extent to which any specifications cannot be met as stated.
- References from current or past customers that demonstrates customer service with a focus on quality standards.
- Completeness and clarity of quote in addressing SOW.
- Payment Terms (Peace Corps will assume the Contractor accepts Peace Corps' preferred payment terms as stated in section G above if not specified otherwise.)

Award may be made to other than the low priced quote. The award will be made to the total quote that offers the best value in accordance with the above evaluation factors.

I. Instructions to Vendors:

- a. Please read RFQ in its entirety including factors that will be considered in making award in Section H, and Peace Corps Services Contract Template (below).
- b. Return completed RFQ by due date as follows:
 - 1) Fill in prices in Section A.
 - 2) List/state any other terms or items in Section J (below) not requested in the RFQ that is believed would benefit Peace Corps and would improve consideration for selection. These terms/items must not increase the prices quoted in Section A.
 - 3) Sign and return RFQ by required due date.

J. Other Terms/Items Offered at No Additional Cost:

SUPPLIER AUTHORIZED REPRESENTATIVE

Name: _____ Position/Title: _____

Signature: _____ Date: _____

Phone: _____ Email: _____

IMPORTANT NOTE:

Below is a sample Peace Corps Service Contract template which the successful vendor will be required to sign. The Peace Corps contract can be the only document that confirms the agreement between the Peace Corps and the successful mosquito fogging and misting services provider. By submitting a bid, the Contractor accepts the use of the Peace Corps' contract template as the sole document to record this agreement. Potential vendors understand the contract will only be signed between Peace Corps and the vendor chosen to provide the mosquito fogging and misting services.

The contract is a sample document and does not need to be signed and returned with the RFQ.

SAMPLE PEACE CORPS SERVICE CONTRACT TEMPLATE

Fixed Price		NEGOTIATED CONTRACT		Page 1 of <i>(INSERT)</i>
CONTRACT NO. To be assigned	Purchase Authority	Negotiated Pursuant Public Law 87-293 (75 Stat. 612) of September 22, 1961, as amended		
CONTRACT TYPE - FIRM FIXED PRICE				
SERVICES				
ISSUING AGENCY PEACE CORPS Rua Nu'u Laran, No. 12 Bairro Dos Grilhos, Dili			CONTRACTOR Vendor's information	
CONTRACT FOR THE ACQUISITION OF ___ Pesticide_ SERVICES			AMOUNT Contract value	
ACCOUNTING AND APPROPRIATION DATA Peace Corps' internal accounting data for this contract			MAIL INVOICES TO: SEE CLAUSE XII	
TYPE OF BUSINESS (Vendor to identify)				
INDIVIDUAL		JOINT VENTURE		PARTNERSHIP
OTHER		CORPORATION, INCORPORATED IN THE STATE OF:		SMALL BUSINESS
LABOR SURPLUS AREA CONCERN				
The United States of America (hereinafter called the Government), represented by the Contracting Officer executing this contract, and the individual, partnership, joint venture, or corporation named above (hereinafter called the Contractor), mutually agree to perform this contract in strict accordance with the Schedule and the General Provisions identified below, and the specifications, drawings, and conditions enumerated in the Schedule or identified below. If there are inconsistencies between the Schedule and the General Provisions and any specification, drawing, or other condition, the Schedule and the General Provisions shall control. If there are inconsistencies between the Schedule and the General Provisions, the Schedule shall control.				
The Contractor represents (a) that he has not employed or retained any person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract, and (b) that he has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer.				
NAME OF CONTRACTOR			THE UNITED STATES OF AMERICA	
BY (SIGNATURE)	DATE	BY (SIGNATURE)	DATE	
TYPED NAME		TYPED NAME		
TITLE		TITLE		
		Contracting Officer		

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SCHEDULE

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CLAUSE V.....	WITHOLDING OF CONTRACT PAYMENT
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REFERENCE

ATTACHMENTS

ATTACHMENT ICONTRACTOR'S
RELEASE FORM

CLAUSE I - Supplies or Services and Prices

The Contractor shall furnish all personnel, equipment, supplies, materials, and services in conformance with the terms and conditions of this contract at the prices shown below.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	Pest & Mosquito Control Program following all required specifications	Based on per treatment
	price as quote	provided in

CLAUSE II - Consideration and Payment

The Contractor shall be paid, upon submission of proper vouchers and acceptance by the Contracting Officer (or his/her designate) for performance under this contract. Payment for work under this contract shall be made in accordance with clause XII as the following deliverables are completed:

<u>Deliverable</u>	<u>Percent of Total Contract Paid</u>
Fogging and Misting Services	xxx

CLAUSE III - Time of Delivery

All work shall be performed according to the agreed schedule by both the Contractor and Peace Corps Timor-Leste.

CLAUSE IV - Inspection and Acceptance

Final inspection and acceptance of the supplies and services called for under this contract shall be made by the Contracting Officer.

CLAUSE V - Withholding of Contract Payments

Notwithstanding any other payment provision of this contract, failure of the Contractor to perform or deliver required equipment, supplies and services will result in the withholding of payments under this contract, unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor, as provided for in the clause entitled "Default" and "Termination for Convenience" as applicable. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

CLAUSE VI – Term of Contract

All work under this contract shall commence on _____ and continue through _____.

CLAUSE VII - Shipping Terms

All arrangements for shipping shall be made by the Contractor. All shipping charges shall be included in the item prices.

CLAUSE VIII - Contract Management

Notwithstanding the Contractor's responsibility for total management during performance of this contract, the administration of the contract will require maximum coordination between the Peace Corps and the Contractor. The following individuals will be the Peace Corps's points of contact during the performance of the contract.

(a) Contracting Officer - All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without the written modification to the contract executed by the Contracting Officer authorizing such changes.

(b) Point of Contact (POC) will be given authority by the Contracting Officer to monitor all technical aspects and assist in administering the contract. The type of actions within the purview of the POC's authority are to assure that the Contractor performs all the technical requirements of the contract; to maintain both written and oral communication with the Contractor concerning the aspects of requirements of Peace Corps drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Peace Corps furnished property availability and provide for site entry of Contractor personnel if required.

(1) The POC is not authorized to change any of the terms and conditions of this contract. Changes in the scope of work will only be made by the Contracting Officer by properly signed written modification to the contract.

(2) The POC is not authorized to re-delegate his or her authority.

(3) The POC is not authorized to initiate acquisition actions by use of imprest funds, blanket purchase agreement or purchase orders, to place calls or delivery orders under basic agreement, basic ordering agreements or indefinite delivery type contracts.

CLAUSE IX - Point of Contact (POC)

The POC under this contract is _____ **Peace Corps will designate a POC** _____. He/she can be reached in _____ at _____.

CLAUSE X- Contract Number Identification

The Contractor agrees to utilize the number of this contract on all correspondence, communications and data concerning this contract or delivery hereunder.

CLAUSE XI - Interpretation or Modification

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. Requests for interpretations, modifications or changes must be made in writing to the Contracting Officer. The POC can only respond verbally or in writing to technical matters.

CLAUSE XII - Invoice Requirements

Invoices shall be submitted in an original and four (4) copies to the following address:

Peace Corps Timor-Leste
12 Rua Nu'u Laran
Bairro dos Grilhos
Dili, Timor-Leste

- (a) To constitute a proper invoice, the invoice must include the following information and/or attached documentation in English:
1. Name of the business concern and invoice date;
 2. Contract number or other authorization for delivery of property or services;
 3. Description, price and quantity of property and services actually delivered or rendered and extended totals;
 4. Shipping and payment terms;
 5. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.
- (b) The Contractors' standard invoice shall be used for vouchering purposes. Each voucher shall be numbered consecutively and shall include the information in (a) above.
- (c) Each voucher shall be signed by an authorized representative of the Contractor.

CLAUSE XIII - Contractor Liability

The Contractor shall hold and save the Peace Corps, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, of any subcontractor, their employees, agents, etc.

CLAUSE XIV - 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

(a) (1) The Peace Corps may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Peace Corps's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Peace Corps terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Peace Corps for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Peace Corps may require the Contractor to transfer title and deliver to the Peace Corps, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Peace Corps has an interest.

(f) The Peace Corps shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Peace Corps may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Peace Corps against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Peace Corps.

(h) The rights and remedies of the Peace Corps in this clause are in addition to any other rights and remedies provided by law or under this contract.

CLAUSE XV - 52.249-1 Termination for Convenience of the Peace Corps (Fixed Price) (Short Form) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Peace Corps's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

CLAUSE XVI - 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.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATIONS	
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.215-2	Audit & Records Negotiation	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-25	Prompt Payment	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes - Fixed-Price	AUG 1987
52.246-2	Inspection of Supplies - Fixed-Price	AUG 1996
52.246-4	Inspection of Services - Fixed Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

ATTACHMENT I**CONTRACTOR'S RELEASE**

Contract No. _____ (the "Contract")

By signing this Release,

1. I acknowledge that I am a Contractor with the Government of the United States of America (the "U.S. Government").
2. I acknowledge that I have completed my work under the Contract.
3. I agree that I have been fully compensated under the Terms of the Contract, with the following exception: the U.S. Government is making a final payment under the Contract in the amount of _____ (the "Payment").
4. I agree that upon receipt of the Payment, the U.S. Government owes me nothing more under the Contract, whether as compensation or as reimbursement for costs or expenditures of any kind.
5. I agree that this is a complete release by me on my heirs, executors, administrators or assigns of all claims of whatsoever kind arising under this contract against the United States Government, its agents, servants and employees.
6. This Release is effective on this ____ day of _____, 20__.

(Contractor's Signature)

(Print Contractor's Name)

Witnessed by:

(Signature)

(Print Witness's Name)

ATTACHMENT II
SCOPE OF WORK/SPECIFICATIONS

The Scope of Work outlining specifically what the deliverables and timelines are under the Contract (from the RFQ) will be attached to the Contract.