

U.S. Department of State (DoS)



**Bureau of International Narcotics and Law Enforcement Affairs
U.S. Embassy Guatemala City, Guatemala**

**Diesel Outboard Motors
Guatemalan Naval Special Forces**

SECTION 1 SOLICITATION CONSIDERATIONS

1.1 SYSTEM FOR AWARD MANAGEMENT

This solicitation requires registration with the System for Award Management (SAM) prior to award, pursuant to FAR 4.1102 and other applicable regulations and guidelines. Information can be found at www.sam.gov.

1.2 TRADE AGREEMENTS ACT (19 U.S.C. 2512(A)) (TAA)

Pursuant to the Trade Agreements Act (19 U.S.C. 2512(a)) (TAA), Federal acquisitions of supplies may be made only from offerors that shall supply products of an eligible country under any of the free trade agreements entered into pursuant to the TAA. An article is considered a product of a country only if it is wholly a product of that country or if it has been, substantially transformed, in that country into a new and different article of commerce with a name, character, or use distinct from that of the original article(s). Note that any item that is a discreet article as it is sold in commerce, regardless of its ultimate function or use, cannot be considered, substantially transformed, and based solely on its integration into IT or other systems.

1.3 UNAUTHORIZED DISCLOSURE

The Contractor and its employees shall exercise the utmost discretion concerning all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract, which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer.

All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, email, recording, broadcast, speech television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

See FAR 3.104 for additional information.

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SECTION 2

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS/RESPONDENTS SUBMISSION INFORMATION PERTAINING TO REQUEST FOR QUOTE

2.1 INFORMATION TO CONTRACTOR

Contractors are reminded that information furnished under this Request for Quote (RFQ) may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business or that contain trade secrets or proprietary or personnel information shall be clearly marked. Marking of items shall not necessarily preclude disclosure when Department of State (DOS) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents shall be deemed releasable.

2.2 QUESTIONS CONCERNING THE REQUEST FOR PROPOSAL

Offerors are warned against contacting any INL personnel other than the Contracting Officer and Contract Specialist prior to award of the Contract resulting from this RFQ. If such a contact occurs and found to be prejudicial to competing vendors, the vendor making such a contact may be excluded from award consideration.

2.3 CONTRACTOR RELATIONSHIPS

The Department of State (DOS) encourages the use of subcontractors. In addition, the Department requires that any potential Organization Conflict of Interest be identified in the proposal to ensure proper firewalls established prior to award.

2.4 MULTIPLE PROPOSALS/ALTERNATIVE SOLUTIONS

Contractors shall not submit, nor shall the Government accept or evaluate, multiple proposals offering alternative solutions. Contractors shall not submit, nor shall the Government accept or evaluate, multiple solutions within one proposal.

2.5 PERIOD OF ACCEPTANCE OF OFFERS

Contractors shall agree, if the proposal is accepted within ninety (90) calendar days (unless a greater period is inserted by the contractor) from the date specified in the solicitation for receipt of proposals, to furnish any or all of the requirements upon which prices are proposed at the price set opposite each item, performed and/or delivered at the designated point(s) within the time specified.

2.6 SPECIFIC SUBMISSION INSTRUCTIONS

Vendors shall limit the number of pages to no more than twenty (20), 12 Point Font, Times New Roman, pdf.

Proposal/Quotes **MUST** include the following to be considered compliant:

- **PRICE:** unit and extended prices, inclusive of delivery charges in USD.
- **DELIVERY DATE:** Proposed delivery date.
- **DESCRIPTION:** Description/nomenclature of the item being quoted; product literature may be provided. Quotation must demonstrate compliance with all required features. Also include description of warranty terms.
- **PICTURES:** Pictures or catalog of items quoted on should be sent as attachment and is required.
- **DEMONSTRATED EXPERIENCE:** At least five (5) years of manufacturing/selling marine outboard diesel motors.

SECTION 3 STATEMENT OF WORK (SOW)

3.1 BACKGROUND

The Bureau of International Narcotics and Law Enforcement Affairs (INL) is responsible for the development, supervision, coordination, and implementation of international narcotics control assistance activities and international criminal justice development programs for the Department of State (DOS). In this statement of work, INL-Guatemala is supporting efforts to strengthen the government of Guatemala's maritime drug interdiction capability by improving the Guatemalan Naval Special Forces (FEN) capability to successfully pursue, interdict and seize contraband from suspected maritime drug transporters. The awardee will be required to provide/deliver and install four (04) three-motor sets of outboard marine diesel motors suitable for installation on four 39-foot Midnight Express vessels (MEV), in-person training and all parts and accessories for installation and two years of maintenance as outlined herein.

3.2 TECHNICAL SPECIFICATIONS

CLIN	Description	Unit	Qty
001	300 HP Diesel Outboard Motor (Right Side) complete with propeller, mounting hardware.	EA	04
002	300 HP Diesel Outboard Motor (Left Side) complete with propeller, mounting hardware.	EA	04
003	300 HP Diesel Outboard Motor (Center) complete with propeller, mounting hardware.	EA	04
004	Starter Batteries including all cables, Fuses, and connections	EA	12
005	Engine Display Monitor including cables, mounting brackets	EA	04
006	Dual Control Head	EA	04
007	Ignition Key Switch including all cabling	EA	12
008	Black Box Triple Rigging Kit	EA	04
009	Helm Harness suitable for retrofit to 39' MEV	EA	12
010	Sea Star Steering System	EA	04
011	50 Hour Service Kits	EA	12
012	200 Hour Service Kits	EA	26
013	800 Hour Service Kits	EA	20
014	Mounting Brackets (Jackplate 6" Offset)	EA	12
015	In-Person Training for two (2) Mechanics (includes: Training, Airfare, Lodging, course materials, tools)	LT	01
16	Shipping/Delivery to Guatemala	LT	01
17	Installation and Commissioning On-Site FEN Base Puerto San Jose	EA	04

CLIN 001 SPECIFICATIONS:

The International Narcotics and Law Enforcement Section (INL) of the U.S. Embassy in Guatemala requires the service of a company that can provide Outboard Diesel Marine Motors:

The motors must meet or exceed the following specifications:

Fuel	Premium Diesel
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Horsepower	300 HP
Suitability	39' Midnight Express – (3) motors, (4) boats
Service Interval	200 Hrs.

3.3 DELIVERY (SHIPPING AND HANDLING INSTRUCTIONS)

The Contractor shall provide **ALL** equipment stated under the technical specifications of this request. The shipment will be delivered directly to:

These instructions will be confirmed upon award.

Packaging and preservation shall be in accordance with (IAW) best commercial practices to enable shipment to final destination, International Narcotics and Law Enforcement (INL) **to FEN – Pto San Jose due to heavy cargo requiring forklift**, without repacking or incurring damage during shipment and handling.

The items being acquired shall be donated to the government of Guatemala by the United States Embassy Guatemala City. The contractor shall ensure that all items are prepared for safe shipment and include all necessary export approvals, required material data safety sheet, licenses, and paperwork. One copy of the packing list and commercial invoice must accompany the shipment, attached to the outside of the “lead” or number one box/carton/package, or individually attached to the outside of each box/carton/package.

All orders are ultimately intended for an overseas destination. If the shipment shall involve wood packaging material, then the packing and palletizing must conform to the standards in the International Standards for Phytosanitary Measures Publication No. 15: “Guidelines for Regulating Wood Packaging Material in International Trade” (ISPM 15) and have the appropriate markings indicating that the materials meet this standard. Any deliveries arriving at our indicated domestic delivery address that do not meet these standards shall be rejected and must be corrected at the Contractor’s expense.

3.4 MARKING AND PACKING

All items must be marked as “Diplomatic Cargo” and follow the consignee information as indicated below:

Embajada de Estados Unidos de America
Boulevard Austriaco 11-51, Zona 16
Guatemala City, Guatemala
NIT: 347497-6
Order No. **(provided upon award)**
Attention: **(provided upon award)**

(Improperly marked shipments may be rejected by the Government)

Contractor must provide/file all required shipping/export declaration documentation (including Dept. of Commerce Form 7525-V), including local handling fees prior to shipment. Even though this product will be donated to Government of Guatemala, these forms should be submitted in advance declaring the value of goods/product entering country. All shipping documents, export declaration forms, export licenses (Contractor provided) and other delivery information shall be submitted in advance of shipment, to the INL Point of Contact provided. The Contractor, in performance of this requirement, shall be licensed by and in compliance

with U.S. Transportation & Safety requirements. If applicable, shipping shall minimally include disconnection of batteries from electrical system, securing loose gear to prevent shifting during shipment, and securing all equipment (e.g., motors, accessories, etc.) to prevent movement and damage during shipment. Contractor must remove flammable liquids IAW ocean/overland transportation regulations & requirements.

3.5 TYPE OF CONTRACT

Firm Fixed Price.

3.6 WARRANTY

ALL ITEMS SHALL COME WITH AT LEAST A ONE-YEAR WARRANTY AND GUARANTEE OF QUALITY.

To facilitate expeditious return of warranty items and to avoid delays in the warranty process, the offeror shall provide within 30 days of notification of a warranty action the required information to facilitate shipping of warranty items to manufacturer. This includes, but is not limited to, information to ensure full compliance with ITAR regulations and no delay in providing the Reference RA# and a shipping address. Control Base Stations (Part Number for reference, followed by description and quantity).

3.7 CUSTOMS CLEARANCE AND TAX EXEMPTIONS

The U.S. Government will obtain tax exemption and will perform customs clearance from the Government of Guatemala. Once cargo has been cleared from customs, Contractor must include and arrange all local, port handling and other fees associated with delivery to final destination in Puerto San Jose, Guatemala.

The Contractor shall comply with Sections 38-40 of the Arms Export Control Act (AECA) (22 U.S.C. 2778-2780) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130) as required, for the prosecution of work under this contract at no additional cost to the Government. Failure to be in compliance with AECA and ITAR by date planned for commencement of contract performance as well as during the entire performance of work under this contract shall result in contract termination. Any penalties rendered to the Contractor, as a direct result of being found non-compliance with AECA and ITAR, will be the responsibility of the Contractor. For additional information on AECA and ITAR, see <http://www.pmddtc.state.gov/>.

The Contractor shall comply with license requirements of the Commerce Control List and any Export Administrative Regulations (EAR), which shall apply. Export Restrictions.

3.8 TRAINING

The Contractor shall conduct minimum of four (04) days of in-person training, for two (2) FEN mechanics/technicians to include transportation from Guatemala to the vendor's U.S. training site and lodging near the training site. INL Guatemala shall have the option to send up to two (02) additional mechanics/technicians at the same time to receive the training at INL Guatemala's expense. This training shall be scheduled within 60 days of delivery of motors.

- Instruction and training materials shall be in Spanish;
- Training topics should include how to operate and properly maintain/repair the equipment;
- Certificates of completion are optional;
- INL Guatemala City can facilitate the translation of materials and interpretation for the

instructors.

3.9 INSPECTION AND ACCEPTANCE

The Contractor shall provide to the U.S. Government the new products as described in the specifications. Further, the Contractor shall properly perform the pre-delivery inspection on the products and deliver, install and test them at the location set forth under place of delivery, of this Statement of Work.

The payment(s) to the Contractor shall be made following satisfactory inspection and acceptance of products and training by the Office of INL in Guatemala City once delivered. All equipment delivered shall conform exactly to the standard described in the technical specification sheet.

If the items or some item does not fulfill requested technical specifications, INL shall return the items to vendor with no cost to INL/Guatemala City. The vendor shall evaluate and replace returned items with no transportation cost to INL.

INL will have ten (10) business days to inspect and accept all items after delivered. The designated representative of the U.S. Embassy in Guatemala City will be responsible for carrying out at least the following checks of the required elements:

- i. Quantities
- ii. Compliance with the offered technical specifications
- iii. Compliance with delivery date
- iv. Correct operation of the required elements

3.10 PERIOD OF PERFORMANCE (POP)

The Contractor shall deliver elements described above in section two within the following 90 calendar days after the award of the contract and complete training within the following 60 days after delivered. Thus, the period of performance shall be 150 days.

3.11 OTHER CONSIDERATIONS

Proposed motors should not be discontinued or in limited production and/or availability which would negatively impact parts/availability and delivery timeline.

Serial/VIN numbers for each of the boats. Offerors can obtain more detailed info from the manufacturer:

- 2010 39 FT Midnight Express 392803, EXK39177E010
- 2010 39 FT Midnight Express 392804, EXK39178F010
- 2011 39 FT Midnight Express 392805, EXK39179A111
- 2011 39 FT Midnight Express 392806, EXK39176A111

Shipping, local assistance, and machinery: available during the installs, **such as forklifts**, will be provided by the maintenance crew/shop, if no adequate forklift is available INL/Guatemala will secure one.

Employee safety for working, travel, and accommodations in Guatemala: there is minimal risk for daytime travel – adequate/secure commercial lodging is available within 15 minutes of navy base, INL/Guatemala will ensure that naval personnel provide daily to/from transportation – depending on travel schedule, may be advisable to rest overnight in

Guatemala City prior to travelling to the navy base the next morning. INL/Guatemala will coordinate with Navy officials for transport.

3.12 EVALUATION FACTORS FOR OFFERORS

The following are the evaluation factors for proposals sent by the bidders:

- Compliance with the requested technical specifications and warranty period as per Statement of Work.
- Award from this solicitation will be made on an “all or none” basis.
- Award will be made to the lowest priced, technically acceptable, responsible quoter.
- The Government reserves the right to reject quotations that are incomplete, non-compliant with the terms of this solicitation, or that are unreasonably high in price.
- For evaluation purposes, the price will be determined by multiplying the offered prices times the quantities stated in the schedule, and arriving at a grand total, including all options, if any.
- The Government will evaluate the proposed delivery time frame and the technical specifications. The Government will only consider for award those companies that the Government determines have a high likelihood of satisfactorily completing the required items based on the proposal.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1.
- Unless an exception in FAR 4.1102 applies, a quoter must be registered in SAM (www.sam.gov) in order to be eligible for award. If the quoter does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered quoter.

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