



AMERICAN CONSULATE GENERAL
Regional Procurement Support Office
 Giessener Strasse 30
 60435 Frankfurt am Main
 Germany
 Tel: (49) 69 7535 3309
 E-mail: GabelTD@state.gov

June 13, 2016

Combined Synopsis and Solicitation Notice
Solicitation Number SGE500-16-Q-0030

The American Consulate General Frankfurt hereby provides the following Solicitation Notice for Request for Quotes (RFQ):

The United States Government (USG), Department of State (DOS), has a requirement for renovations of bathrooms in a single family house at Auf dem Grat 14 in Berlin-Dahlem. The contractor is to perform the services in accordance with the attached Specifications and Price Breakdown, the terms and conditions of this solicitation, and in strict conformance with the contract clauses and any special conditions contained herein. The magnitude of this work is estimated to be between \$25,000 and \$100,000.

List of Attachments

Attachment Number	Description of Attachment	Number of Pages
Attachment 1	Additional Terms and Conditions	8
Attachment 2	Specifications and Price Breakdown	59
Attachment 3	Sample Bank Letter of Guaranty	1

Synopsis:

This is a combined synopsis/solicitation prepared in accordance with FAR part 13, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will not be issued.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2005-78, effective 26 Dec 2014.

Contract Type:

The Government intends to award a firm fixed-price type contract. Multiple awards may result from this solicitation.

Site Visit

An organized site visit will be held on **Wednesday, June 22, 2016 at 10:00 a.m.** local time at the work site. All prospective offerors are encouraged to attend.

Registration is required should you wish to participate in the site visit. Companies are therefore required to submit the names, nationality and I.D. numbers of those attending to Heiko Friebe. ~~030-8305-1665~~ Office tel: 030-8305-1667, Cell: 0151- 53173638, email: friebeh@state.gov
Attendance is limited to no more than 2 persons per company, unless an acceptable reason exists for the presence of more than 2.

This information must be provided in order to obtain access to the site. No substitutes or additional persons may attend the site visit. Attendees are requested to carry their Photo ID along with them. Without Photo ID you may be refused entry to the site.

Question Submission:

Interested offerors must submit any questions concerning this RFQ to the email address GabelTD@state.gov within 12 calendar days of issuance request for offers. Questions not received within this time period will not be considered.

Delivery and Acceptance of Quotation:

Delivery and acceptance of offers shall be made via electronic means only. The point of contact is Ms. Tracci Gabel at GabelTD@state.gov , tel. +49 069 7535 3309.

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.

Applicable Clauses and Provisions:

All referenced FAR and DOSAR clauses and provisions may be accessed electronically at <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)

52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

52.213-4 TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2016)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (JAN 2012)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 1984)

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

52.236-12 CLEANING UP (APR 1984)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) <i>Alternate I (SEPT 1996)</i>
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;

(2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:

(i) Scaffolding;

(ii) Work at heights above two (2) meters;

(iii) Trenching or other excavation greater than one (1) meter in depth;

(iv) Earth moving equipment;

(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) *Subcontracts.* The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the Contractor shall:

(1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

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.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

INSTRUCTIONS FOR SUBMISSION OF OFFERS

Each offer shall consist of the following physically separate volumes:

A	B	C
<u>Volume</u>	<u>Title</u>	<u>No. of Copies</u>
1	Price Proposal, to include: <ul style="list-style-type: none"> • <u>COMPLETED SOW WITH PRICING AND SIGNATURE</u> • <u>PROOF OF SAM REGISTRATION</u> 	1 Electronic Copy
<u>Volume</u>	<u>Title</u>	<u>No. of Copies</u>
2	Technical Proposal: <ul style="list-style-type: none"> • <u>PERFORMANCE TIMELINE/PLAN</u> • <u>PAST PERFORMANCE AND RELEVANT EXPERIENCE OF THE OFFEROR</u> 	1 Electronic Copy

(ii) Submittal format: Offers shall be in the number and types of copies listed in column C of the table above.

(iii) Evaluation will be performed on the electronic copies in response to Volume 1 and Volume 2.

The remainder of this page is left intentionally blank.

EVALUATION

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(i) **Pricing:**

The price will be evaluated for the lowest overall price. The offeror will submit the attached Specifications and Price Breakdown, complete with unit and total pricing for each item, sub-totals, and grand total. The grand total currency amount reflected on the Specifications and Price Breakdown will be considered the total contract amount for this contract. The offeror may add line items in a separate document as needed to cover all authorized costs.

(ii) **Performance Timeline / Plan:**

The offer will include a timeline / plan on how the Offeror will complete the work within the 30 day timeframe.

(iii) **Past Performance and Relevant Experience of the Offeror:**

The offerors shall list a minimum of two contracts and/or subcontracts similar/comparable in scope that they have held over the past six years to demonstrate their prior experience in supplying this type of service, and any additional information, such as letters, associations and standards to substantiate their acceptable past performance. The offerors shall provide the following information for each contract and/or subcontract:

- (a) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (b) Contract number;
- (c) Contract dollar value; and
- (d) Any terminations (partial or complete) and the reason (convenience or default).

Other Requirements:

- (a) Bid MUST be good for 30 calendar days after submittal of proposal.
- (b) Offeror must be registered in the System for Award Management (SAM) database before an award can be made to them. If the offeror is not registered in the SAM, it may do so through the SAM website at <https://www.sam.gov/portal/public/SAM/>.
- (c) The solicitation and award will be subject to the laws and regulations of the United States of America.

Proposal Due Date:

The complete proposal is to be submitted via email on or before July 5, 15:00 CET. Any questions regarding this solicitation may be directed to Tracci Gabel at GabelTD@state.gov.

Sincerely,

[original signed]

Peter J. Covington
Contracting Officer, RPSO