



**AMERICAN CONSULATE
GENERAL**
Regional Procurement Support Office
Giessener Strasse 30
60435 Frankfurt am Main
Germany

Tel: (49) 69 7535 3343
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June 13, 2016

**Combined Synopsis and Solicitation
PR Number 52360009**

The American Consulate General Frankfurt hereby provides the following Combined Synopsis and Solicitation for:

Remove and replace roofing at the motorpool section including thermal insulation at the American Consulate General Frankfurt, Germany, in accordance with the attached Scope of Work (SOW) and pricing section. The evaluation of proposals will be based on the Lowest-Priced Technically-Acceptable (LPTA) approach.

Synopsis:

This is a combined synopsis/solicitation for commercial items/services prepared in accordance with the format in FAR Subpart 12.6, 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 number is SGE50016Q0033 and is issued as a Request for Quotation (RFQ), unless otherwise indicated herein. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2005-88, effective May 16, 2016.

Contract Type: The Government intends to award a single, firm fixed-price purchase order to the responsible offeror, whose offer is evaluated as the lowest-priced and technically acceptable. The total price shall include all labor, travel expenses (if any), materials, overhead, profit, insurance, and all other expenses necessary to deliver and install the required items. No additional sums will be payable on account of any escalations in the cost of materials, equipment, or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in currency exchange rates.

Use of Brand Name: References in the specifications and drawings to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better

than that named in the specifications and drawings, except that certain requirements, such as dimensions, must be fulfilled.

DESCRIPTIVE LITERATURE (a) "Descriptive literature" means information (e.g., cuts, illustrations, drawings and original manufacturers' brochures) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the *technical acceptability* of the offered product. It does not include other information such as that used in determining the responsibility of a prospective contractor or for operating or maintaining equipment. (b) Descriptive literature must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this solicitation for receipt of offers. (c) Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered. (d) Offers which do not present sufficient information to permit complete technical evaluation by the Government may be rejected. It is the bidder's responsibility to prove that their proposed solution meets or exceeds the requested specifications, subject to any limitations elsewhere in this solicitation.

All or Nothing: The Government is allowing complete offers only; incomplete offers will not be considered.

APPLICABLE CLAUSES AND PROVISIONS

The selected Offeror must comply with the following commercial item terms and conditions, which are incorporated herein by reference: FAR 52.212-1, Instructions to Offerors - Commercial Items, applies to this acquisition; FAR 52.212-3, Offeror Representations and Certifications - Commercial Items - **the selected offeror must submit a completed copy of the listed representations and certifications**; FAR 52.212-4, Contract Terms and Conditions - Commercial Items; FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items; the applicable clauses under paragraph (b) are: 52.203-6 (Alternate I), 52.204-10, 52.223-18, [U.S. firms: 52.222-21, 52.222-26, 52.222-35, 52.222-36, 52.222-37], 52.225-13 and 52.232-34. The full text of the referenced FAR clauses may be accessed electronically at <https://www.acquisition.gov/far/>.

The following clause(s) and provision(s) are provided in full text:

FAR 52.222-50 Combating Trafficking in Persons (Mar 2015)

(a) *Definitions.* As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Commercially available off-the-shelf (COTS) item” means--

- (1) Any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees and agents of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but

are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- (iii) Restrict the Contractor from—
 - (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

- (1) This paragraph (h) applies to any portion of the contract that—
 - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—
 - (i) To the size and complexity of the contract; and
 - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:
 - (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's

Office to Monitor and Combat Trafficking in Persons
at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

FAR 52.222-56 – Certification Regarding Trafficking in Persons Compliance Plan. (Mar 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that—

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities;
or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

FAR 52.232-40 - Providing Accelerated Payment to Small Business Subcontractors (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

FAR 52.225-17 -- Evaluation of Foreign Currency Offers (Feb 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using rates in effect (see <http://www.federalreserve.gov/releases/h10/current/>) as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers;
otherwise

(2) On the date specified for receipt of proposal revisions. (End of provision)

52.212-2 Evaluation – Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the LPTA offer. The following factors shall be used to evaluate offers:

- Price;
- Technical capability/acceptability;
- Warranty considerations and
- Offeror’s Past Performance.

(End of provision)

652.228-71 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (FEB2015)

(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 directly from a Department of Labor (DOL) approved insurance provider. Approved providers can be found at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>.

(c)(1) Section 16 of the State 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 Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

(i) Contract number;

(ii) Name of Contractor;

(iii) Brief description of the services to be provided under the contract and country of performance;

(iv) Name and position title of individual(s);

(v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);

(vi) Dates (or timeframe) of performance at the overseas location; and,

(vii) Evidence of alternative worker's compensation coverage for these employees (e.g., evidence that the State worker's compensation program covers workers on short-term foreign assignments).

(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (FEB 2015)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local worker's compensation laws		Local Nationals: Third Country Nationals:
(4) Local nationals or third country nationals where performance takes place in a country where there are local worker's compensation laws		Local Nationals: Third Country Nationals:

(b) The contracting officer has determined that for performance in the country of Germany

Worker's compensation laws exist that will cover local nationals and third country nationals.

Worker's compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)

DEFENSE BASE ACT (DBA) INSURANCE

DBA insurance is required for all United States citizens or residents and individuals hired in the United States, regardless of citizenship. This insurance may be obtained from any US Department of Labor authorized DBA insurance broker (see <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>). The contractor shall furnish evidence of coverage to the COR 10 calendar days after contract award.

PREPARATION OF PROPOSALS

Offerors shall prepare proposals in two (2) separate volumes as listed below:

VOLUME 1: Pricing

The Unit Price of each Line Item shall contain include all labor, travel expenses (if any), materials, overhead, profit, insurance, and all other expenses necessary.

VALUE ADDED TAX (VAT): The cost for Value Added Tax shall be added as a separate line item.

Offeror shall complete the table below:

All pricing shall be in accordance with the attached Statement of Work, pricing section and terms and conditions as set forth herein. Price shall include all labor, travel expenses (if any), materials, overhead, profit, insurance, and all other expenses necessary.

Defense Base Act Insurance (DBA) if applicable

VOLUME 2:

(i) Technical Capability

The proposed items shall meet all of the technical specifications and the delivery terms contained herein. In addition, the offerors shall provide:

(A) Warranty provisions.

- (B) A written statement acknowledging acceptance of the Scope of Work and pricing section (SOW).
- (C) Any substitutions must be supported with “descriptive literature” in the proposal - there are no exceptions. It is necessary for Government reviewers to know what solution the offeror is proposing. The failure to provide the statement (and/or descriptive literature in case of substitutions) will result in a 'non responsive' offer and removal from award consideration.
- (D) Proposals MUST be dated and signed.
- (E) Proposals must be good for 60 calendar days after submission.
- (F) Proposals must contain offeror’s DUNS number.
- (G) Offeror must be registered in the System for Award Management (SAM) database and is required to provide evidence of SAM registration. Offerors may register in SAM under the following address: <https://www.sam.gov/portal/public/SAM/>.
- (H) All proposals and other correspondence must be in the English language.

(ii) Past Performance

A list with a minimum of three contracts and/or subcontracts that have been held over the past three (3) years to demonstrate prior experience in the replacement of roofs and thermal insulation. Any additional information, such as letters, associations and standards to substantiate the past performance shall be furnished by the offeror. The offeror 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).

Technical capability and past performance must both be satisfactory for the offer to be considered “technically acceptable”.

SUBMISSION OF QUESTIONS:

Time is of the essence. Interested offerors shall submit any questions concerning the solicitation at the earliest time possible to the POC’s email address. Questions not received within a reasonable time prior to the proposal due date may not be considered.

SUBMISSION OF PROPOSALS:

Proposals and any supporting attachments shall be submitted in two (2) separate volumes using the method(s) indicated next to the respective volumes:

Volume 1 – Price Proposal*.

Submit to: ChristeH@state.gov and FrankfurtRPSO@state.gov.

Volume 2 – Technical Statement.

Submit to: ChristeH@state.gov and FrankfurtRPSO@state.gov.

Please limit your proposal to the information required in the solicitation, please refrain from including unnecessary documentation not pertinent to the solicitation. There is no need to include attachments from the solicitation documents that have not been altered or completed by your company.

SUBMITTAL OF ELECTRONIC PROPOSALS

Electronic offers/proposals shall be submitted directly to the e-mail address(s) in a format readable by Microsoft (MS) word 2007/2010, MS Excel 2007/2010 or Adobe PDF as applicable.

Individual emails shall be limited to 5 MB, and the total proposal shall not exceed 20 MB. Due to size constraints of our email system, the Government shall not be responsible for contractor's being unable to transmit emails due to excessive volume of material. Contractors shall ensure that emails have been transmitted and that messages have not been returned "undeliverable".

Proposals shall be submitted (via email as required above) as soon as possible to reach RPSO Frankfurt not later than **15:00 hrs Central European Time (CEST) on Wednesday, June 29, 2016**. Late proposals may not be considered.

BASIS FOR AWARD

The Government intends to award a purchase order resulting from this solicitation to the responsible offeror (as determined within the meaning of FAR Part 9, paragraph 9.104), whose offer conforms to the solicitation, and is determined to be the most advantageous to the Government, price and other factors considered. The evaluation will be based on offerors submission in Volumes 1 and 2.

ADDITIONAL INFORMATION

Contracting Office: Regional Procurement Support Office (RPSO) Frankfurt.

Point of Contact: Hartmut Christe; RPSO Contract Specialist; Phone: +49 69 7535 3343; Email: Christeh@state.gov

Requesting Office: Facility Management Office Frankfurt, POC Mr. Harald Nethe, email: Netheh@state.gov; phone: 069 / 7535-5891. If a site visit is requested please contact Mr. Nethe directly at above email or phone number.

Delivery and Acceptance: Details of the Point of Contact for coordination of delivery will be provided on award.

APPLICABLE LAWS AND REGULATIONS AND EXTENT OF COMPETITION

Solicitation and award will be subject to the laws and regulations of the United States of America. This requirement is being competed utilizing full and open competition procedures.

ATTACHMENTS

Attachment 1, Statement of Work including pricing section

ATTACHMENTS

Attachment 1, Statement of Work including pricing section

Sincerely,
[original signed]

David A. Cubitt
Contracting Officer, RPSO

Roofing project

Roof redevelopment

Item	Quantity	Unit	Description	Unit price/EUR	Total/EUR
Section: 1			Scaffolding Work		
1.1	440 m ²		Set up, provide and remove working and safety scaffold in accordance with German building trade association (Bau-BG) regulations. If service life exceeds 4 weeks, 5 % of scaffolding costs will be charged additionally per week started, based on the scaffolding size. Supported or overbuilt scaffolding is sized to the ground.		
1.2	1	flat-rate	Covering on areas to be protected, as protection under safety and working scaffolds, of protection mats and, if appl. planks.		
1.3	73m		Prepare, provide and remove projecting scaffolding for roof work in case of roof overhang. Service time is to be provided for 4 weeks.		

Item	Quantity	Unit	Description	Unit price/EUR	Total/EUR
1.4		12m	Integrate scaffolding bridge of lattice beams with a maximum span of 6.00 m into existing scaffold, and remove again. As extra.	.....
1.5		146 m ²	Supply, fix, provide a scaffold safety net to the scaffolding as protection against falling items/material and remove again after work has been completed.	.....
			* Scaffolding Work		
Section: 2			Demolition work Flat roof		
2.1		1 flat-rate	Prepare roof opening to facilitate inspection of existing structure and ensure appropriate redevelopment work.	.....
2.2		146 m	Demolish exiting zinc parts such as gutters, eaves and flashings, downpipes, ridges and dispose of as debris. Individual lengths are accounted for	.....
2.3		24 m	Dismantle existing verge/roof edge profile, transport from roof and store in container.	.....

Item	Quantity	Unit	Description	Unit price/EUR	Total/EUR
2.4	1 pce.		Dismantle existing outlet vent/ antenna casing, transport from roof including storage in container.	.....
2.5	440 m ²		Break off old roof cover of multi-layer bitumen sealing as far as possible, transport debris to the ground and load accordingly	.....	- UP -
2.6	440 m ²		Break off undersurface consisting of bitumen sheeting as far as possible, transport from roof, including storage in container.	.....	- UP -
2.7	1 pce.		Provision of a container, including official approval. Due to site-related conditions, the container may also be provided on the storage area.	.....	- UP -
2.8	1 t		Removal and disposal of building site waste to officially approved landfill sites. Quantity data on verification from the disposal company.	.....	- UP -

*** Demolition work Flat roof**

Item	Quantity	Unit	Description	Unit price/EUR	Total/EUR
Section: 3			Roof sealing		
3.1	440 m ²		Clean surface and prepare for sealing.	.....	.....
3.2	440m ²		Re-nail wooden formwork	.....	.....
3.3	440m ²		Pre-treat sub-surface, free of any rough surfacing and sufficiently hardened, with a solvent primer which is fast drying and can be applied cold. Complies with DIN 18338 5.1.2.	.....	.....
3.4	440m ²		Apply vapor pressure equalizing and vapor control sheeting sd value > 1500 m, as bitumen membrane sheeting and mineral sealing layer, fastened to non-profiled sub-surface dot-wise or as strips, in accordance with DIN 18338 5.1.2.	.....	.....
3.5	140m		Deliver and install wood nailer at roof edge, total thickness approx. 140 mm, multi-layer, apply bottom layer with fasteners suitable for the sub-surface and approved by building authorities, at a distance of approx. 50 cm. All other layers are screwed to the mounted wood nailer.	.....	.....

Item	Quantity	Unit	Description	Unit price/EUR	Total/EUR
3.6	40 m		Deliver and install fascia board as planed pure spruce-fir wood board as cover for thermal insulation.	.....
3.7	140 m		Prepare covering of titanium zinc/ aluminum sheet, cutting up to 350 mm, with the bending required, as cover for the projecting thermal insulation fastened to the existing sub-surface.	.....
3.8	73 m		TITANIUM ZINC suspended roof gutter, half-round in accordance with DIN 18461, 5-piece, cutting 400 mm, metal thickness 0.70 mm, including the galvanized gutter brackets distance approx. 70 cm, dimension in accordance with DIN 18461. Gutter brackets are to be fastened with non-corroding gutter bracket nails.	.....
3.9	125 pces.		Addition for installing the gutter bracketing for milling the gutter board / casing, until the gutter bracketing is flush with the surface.	.....
3.10	6 pces.		TITANIUM ZINC – hook-in outlet pipes for gutter, deliver and		

Item	Quantity	Unit	Description	Unit price/EUR	Total/EUR
			install appropriately	.....	.....
3.11	4 pces.		Install a gutter dila with neoprene insert into the roof gutter as expansion compensator, as addition.	.....	.....
3.12	33 m		TITANIUM ZINC downpipe, round, interior machine soldered, in acc. with DIN 18461, DN- 120 mm, metal thickness 0.65 mm, standard length-2 m, including galvanized pipe clamps, deliver and install appropriately.	.....	.....
3.13	12 pces.		TITANIUM ZINC pipe bend, fitting to downpipe, deliver and install appropriately, as addition.	.....	.....
3.14	6 pces.		TITANIUM ZINC extension, fitting to existing downpipe including downpipe cap, deliver and install.	.....	.....
3.15	73 m		Deliver and install eaves base sheet of titanium zinc/aluminum, cut width up to 250 mm, front height 50 mm.	.....	.....
3.16	440 m ²		Deliver and install thermal insulation under sealing, as flat roof insulation panel, medium compressive strength, thermal conductivity 0.035 W/mK.		

Item	Quantity	Unit	Description	Unit price/EUR	Total/EUR
			Fastening is made via adhesion with PU insulant adhesive. Material: EPS 035 DAA dm 100 kPa Insulant thickness approx. 140 mm Building material class B1 in acc. with DIN 4102.	.....
3.17	440 m ²		Sealing layer DU / E1 PYE-G 200 S4 (in acc. with DIN V 20000-201) as first layer of application category K1 and K2, plasticity span approx. 140K, maximum tensile force approx. 1400 N/50 mm, including integrated vapor pressure equalization system, deliver and install.	.....
3.18	440 m ²		Sealing layer DO / E1 PYE-PV 200 S5 (in acc. with DIN V 20000-201) as top-quality top layer, gritted, of application category K1 and K2, reinforced min. 250 g/m ² , cold bending property -30°, thermal stability +110°, thickness 5,2 mm, deliver and install.	.....
3.19	1 pce.		Roof fan of application category K1 and K2 DN 120, DN 100, DN 70 consisting of bonding flange PUR, thermally insulated, CFC free with flashing and triple lip seal and one ventilation pipe of PE, 83 cm long with rain hood for same ventilation hole and K2 water deflector		

Item	Quantity	Unit	Description	Unit price/EUR	Total/EUR
			required, deliver and integrate in the sealing.		
			<p>Connection to the sewers will be charged separately since the amount of expenditure required is not evident, for example painting work in the interior may be required which is not included in the calculation.</p>		
3.20		1 pce.	Deliver and install vapor barrier connection with adhesive flange, suitable for roof duct.		
3.21		24 m	Form transitions to connections of rising components by installing a fusible polymer bitumen wedge, to prevent 90° sealing angles.		
3.22		24 m	Run-up connection to rising components with removable sealing sheets of application category K1 / K2 2 – layer up to max. 250 mm above surface of sealing.		
3.23		6 pces.	Form corner elements to connections with the sealing in acc. with flat roof guidelines,		

Item	Quantity	Unit	Description	Unit price/EUR	Total/EUR
			including reinforcing	.....
3.24		24 m	Connection, application category K1/K2 through a roof edge profile edge profile series FS, design: aluminum natural blank, as extruded profile F22, screen width 150 mm with extended projection profile U7, bracket distance approx. 1.00 m, including all accessories, deliver and install at right height and in true alignment. Sealing is to be integrated in the profile, unless described separately.	.....
3.25		2 pcs.	Deliver and install end bottom in connection and end areas to rising and outgoing components	.....
			* Roof sealing		

Compilation

1	Scaffolding Work	.....
2	Demolition work Flat roof	.....
3	Roof sealing	.....
		—————
	Total	.....
	VAT 19%	.....
	Total incl. Tax in EUR	..........

American Consulate General
 Regional Procurement Support Office
 Gießener Str. 30
 60435 Frankfurt

Blatt-Nr. 1

Dachsanierung

Position	Menge	Einh.	Bezeichnung	E-Preis/EUR	Gesamt/EUR
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Titel: 1

Gerüstbau Arbeite

1.1	440 m ²		Arbeits- und Schutzgerüst aus Stahl- Rahmen nach den Vorschriften der Bau-BG erstellen, vorhalten und wieder entfernen. Bei einer Standzeit von mehr als 4 Wochen werden pro angefangene Woche 5 % der Gerüstkosten Zusätzlich berechnet, aufgemessen wird die Gerüstfläche. Unterstützte bzw. überbaute Gerüste werden bis zum Boden übermessen.	
1.2	1 psch		Abdeckung auf zuschützenden Flächen, als Schutz unter Schutz- und Arbeitsgerüsten, aus Schutzmatten und ggf. Bohlen.	.....
1.3	73 m		Auslegergerüst für Dacharbeiten bei Dachüberständen erstellen, vorhalten und wieder entfernen. Die Standzeit ist für 4 Wochen vorzuhalten.	

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Position	Menge	Einh.	Bezeichnung	E-Preis/EUR	Gesamt/EUR
1.4	12 m		Gerüstbrücke aus Stahlgitterträgern mit einer maximalen Spannweite von 6.00 m in einem vorhandenen Gerüst einbauen und wieder entfernen. Als Zulage.
1.5	146 m ²		Gerüstschutznetze an der Gerüstkonstruktion als Schutz gegen herabfallende Gegenstände/Materialien, liefern, aufhängen, vorhalten und nach Beendigung der Arbeiten wieder entfernen.	.....	.....
			* Gerüstbau Arbeiten		
Titel: 2			Abbrucharbeiten Flachdach		
2.1	1 psch		Erstellung von Dachöffnung um vorhandenen Aufbau zu Prüfung und fachgerechte Sanierung ausführen zu können.	.....	.....
2.2	146 m		Vorhandene Zinkteile wie Dachrinnen, Trauf- und Ortbleche, Fallrohre, Kehlen ect. abreißen und als Schutt entsorgen. Abgerechnet werden die Einzellängen.	.....	.....
2.3	24 m		Vorhandenes Ortgang- / Dachrandprofil demontieren, vom Dach transportieren und in Container lagern.	.....	.....

Position	Menge	Einh.	Bezeichnung	E-Preis/EUR	Gesamt/EUR
2.4	1 Stck		Vorhandene Dunstrohr/ Antenneneinfassungen ausbauen vom Dach transportieren einschließlich Einlagerung im Container.	.....
2.5	440 m ²		Alten Dachbelag aus mehrlagigen Bitumenab- dichtungen soweit möglich abbrechen, den Schutt zur Erde schaffen und verladen.	.....	- EP -
2.6	440 m ²		Vordeckung bestehend aus Bitumenbahn weitest möglich abbrechen und vom Dach transportieren einschließlich Einlagerung im Container.	.....	- EP -
2.7	1 Stck		Vorhalten eines Containers, einschließlich behördlicher Genehmigung, Baustellenbedingt kann der Container evtl. auch auf dem Lagerplatz vorgehalten werden.	.....	- EP -
2.8	1 t		Abfuhr und Entsorgung von Baustellenabfällen auf zugelassene und genehmigte Deponien. Mengenangaben auf Nachweis des Entsorgungsunternehmens.	.....	- EP -

*** Abbrucharbeiten Flachdach**

Position	Menge	Einh.	Bezeichnung	E-Preis/EUR	Gesamt/EUR
Titel: 3			Dachabdichtung		
3.1	440 m ²		Fläche reinigen und vorbereiten für die Ab- dichtung.	.....	.....
3.2	440 m ²		Nachnageln der Holzschalung	.....	.....
3.3	440 m ²		Untergrund, frei von Unebenheiten ausreichend erhärtet, mit einem Primer, lösungsmittelhaltig und schnelltrocknend, kaltverarbeitbar vorbehandeln. Entspricht DIN 18338 5.1.2.	.....	.....
3.4	440 m ²		Dampfdruckausreichs- und Dampfsperrbahn sd- Wert > 1500 m, als Bitumenschweißbahn und mineralische Sperrschicht, auf nicht profilierten Untergrund punkt- bzw. streifenweise befestigt verlegen nach DIN 18338 5.1.2.	.....	.....
3.5	140 m		Randbohle am Dachrand liefern und montieren, Gesamtdicke ca. 140 mm, mehrlagig, untere Lage mit auf dem Untergrund abgestimmten, bauaufsichtlich zugelassenen Befestigungsmitteln im Abstand von ca. 50 cm montieren. Alle weiteren Lagen werden auf die montierte Bohle geschraubt.	.....	.....

Position	Menge	Einh.	Bezeichnung	E-Preis/EUR	Gesamt/EUR
3.6	40 m		Stirnbrett als Abdeckung der Wärmedämmung an Ort/Traufe aus gehobeltem rohen Fichte-Tannebrett liefern und anbringen.	.....	.....
3.7	140 m		Herstellen einer Abdeckung aus Titanzink/ Alu- Blech, Zuschnitt bis 350 mm, mit den erforderlichen Kantungen, als Abdeckung der überstehenden Wärmedämmung auf der vorh. Unterkonstruktion befestigt verlegt.	.....	.....
3.8	73 m		TITANZINK- Hängedachrinne, halbrund nach DIN 18461, 5 teilig, Zuschnitt 400 mm, Metallstärke 0.70 mm, einschließlich der feuerverzinkten Rinnenhalter Abstand ca. 70 cm, Abmessung nach DIN 18461. Die Rinnenhalter sind mit korrosionsge- schützten Rinnhalternägeln zu befestigen.	.....	.....
3.9	125 Stck		Zulage bei der Verlegung der Rinneisen für das Ausfräsen der Traufbohle / -verschalung, bis zur Oberflächenbündigkeit der Rinneisen.	.....	.....
3.10	6 Stck		TITANZINK- Rinneneinhangstutzen passend zur Rinne liefern und		

Position	Menge	Einh.	Bezeichnung	E-Preis/EUR	Gesamt/EUR
			fachgerecht montieren.	.....	.....
3.11	4	Stck	In die Dachrinne eine Rinnendila mit Neopreneinsatz als Dehnungsausgleicher einbauen, als Zulage.	.....	.....
3.12	33	m	TITANZINK-Regenfallrohr, rund, maschinell innengelötet, nach DIN 18461, DN- 120 mm, Metalldicke 0.65 mm, Standardlänge-2 m, einschließlich der feuerverzinkten Rohrschellen liefern und fachgerecht montieren.	.....	.....
3.13	12	Stck	TITANZINK- Rohrbogen passend zum Regenfallrohr liefern und fachgerecht montieren, als Zulage.	.....	.....
3.14	6	Stck	TITANZINK-Schiebestück passend zum vorhandenen Fallrohr einschließlich Standrohrkappe liefern und montieren.	.....	.....
3.15	73	m	Traufenfußblech aus Titanzink/Alu liefern und verlegen, Zuschnittbreite bis 250 mm, vordere Höhe 50 mm.	.....	.....
3.16	440	m ²	Wärmedämmung unter Abdichtung liefern und verlegen, als Flachdachdämmplatte, mittlere Druckbelastbarkeit, Wärmeleitfähigkeit 0,035 W/mK. Die		

Position	Menge	Einh.	Bezeichnung	E-Preis/EUR	Gesamt/EUR
			Befestigung erfolgt geklebt mit PU-Dämmstoffkleber.		
			Material: EPS 035 DAA dm 100 kPa		
			Dämmstoffdicke ca. 140 mm		
			Baustoffklasse B1 nach DIN 4102.	.....	.....
3.17	440 m ²		Abdichtungslage DU / E1 PYE-G 200 S4 (gem. DIN V 20000-201) als erste Lage der Anwendungskategorie K1 und K2, Plastizitätsspanne ca. 140K, Höchstzugkraft ca. 1400 N/50 mm, einschließlich integriertem Dampfdruckausgleichssystem liefern und verlegen.	.....	.....
3.18	440 m ²		Abdichtungslage DO / E1 PYE-PV 200 S5 (gem. DIN V 20000-201) als hochwertige Oberlage, besplittet, der Anwendungskategorie K1 und K2, Trägereinlage min. 250 g/m ² , Kaltbiegeverhalten -30°, Wärmestandfestigkeit +110°, Dicke 5,2 mm liefern und verlegen.	.....	.....
3.19	1 Stck		Dachlüfter der Anwendingskategorie K1 und K2 DN 120, DN 100, DN 70 bestehend aus Klebeflansch PUR, wärme gedämmt, FCKW-frei mit Anschlussbahn und dreifach-Lippendichtung und einem Lüftungsrohr aus PE, 83 cm lang mit Regenhaube bei gleicher Lüftungsöffnung und K2 notwendigem		

Position	Menge	Einh.	Bezeichnung	E-Preis/EUR	Gesamt/EUR
			Wasserabweiser liefern und in die Abdichtung einbinden.		
			Der Anschluss an die Kanalleitung wird separat berechnet da der nicht ersichtlich ist wie hoch der Aufwand ist ggf. werden Malerarbeiten im Innenraum notwendig die nicht bei der Kalkulation berücksichtigt sind.	.....	.....
3.20	1	Stck	Dampfsperranschluss mit Klebekragen passend zur Dachdurchführung liefern und montieren.	.....	.....
3.21	24	m	Übergänge an die Anschlüsse aufgehender Bauteile durch montieren eines anschmelzbarem Polymerbitumen-Keils, zur Vermeidung von 90° Abdichtungswinkeln ausbilden.	.....	.....
3.22	24	m	Anschlüsse an aufgehende Bauteile mit abzusetzenden Abdichtungsbahnen der Anwendungskategorie K1 / K2 2-lagig bis max. 250 mm über Oberfläche der Abdichtung hochführen.	.....	.....
3.23	6	Stck	Eckausbildungen an Anschlüssen mit den Abdichtungen gem. den		

Position	Menge	Einh.	Bezeichnung	E-Preis/EUR	Gesamt/EUR
			Flachdachrichtlinien		
			ausführen, einschl. Verstärkungen	.....	.....
3.24	24 m		Abschlüsse, Anwendungskategorie K1/K2 durch ein Dachrandprofil Dachkantenprofil Serie FS, Ausführung: alu-naturblank, als stranggepresstes Profil F22, Blendenbreite 150 mm mit verlängertem Überhangprofil U7, Halterabstand ca. 1,00 m, einschl. allem Zubehör liefern und höhen- und fluchtgerecht montieren. Die Abdichtung ist in das Profil einzubinden, soweit nicht gesondert beschrieben.	.....	.....
3.25	2 Stck		Endboden im An- und Abschlussbereiche an auf- und abgehende Bauteile liefern und verlegen	.....	.....
			* Dachabdichtung		

Zusammenstellung

1	Gerüstbau Arbeiten	.....
2	Abbrucharbeiten Flachdach	.....
3	Dachabdichtung	.....

	Gesamtbetrag	.....
	Mehrwertsteuer 19%	.....
	Gesamtbetrag inkl. Steuer in EUR	<u>.....</u>