COMBINED SYNOPSIS & SOLICITATION



United States Consulate General Frankfurt

Supply and Installation of Audio and Video System and related equipment for the Multi-Purpose-Building (MPB), one Conference Room and optionally 6 (six) other Conference Rooms at the U.S. Consulate General Frankfurt, Germany

SOLICITATION NO. 19GE5018R0122

Issued by: American Consulate General Regional Procurement Support Office Giessener Strasse 30 60435 Frankfurt am Main Germany



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Combined Synopsis and Solicitation Solicitation Number 19GE5018R0122

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

Supply and Installation of Audio and Video System and related equipment for the Multi-Purpose Building (MPB), one Conference Room and optionally 6 (six) other Conference Rooms at the U.S. Consulate General Frankfurt, Germany.

Synopsis:

This is a combined synopsis/solicitation for commercial items 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 19GE5018R0122 and is issued as a Request for Proposal (RFP), unless otherwise indicated herein. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2005-100, effective August 22, 2018.

Contract Type:

The Government intends to award a single, firm fixed-price contract **including options** to the responsible offeror whose offer is evaluated as the lowest-priced and technically acceptable. The total price shall include all labor, equipment, delivery charges, materials, overhead, profit, insurance, and all other expenses necessary to deliver the required equipment **and all options**. 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.

Term of Contract:

This ensuing contract shall be effective from the date of the Contracting Officer's signature and shall remain valid until all items/services have been received/accepted and until the warranty period expires. The contractor shall commence performance on this contract upon receipt of a Notice-to-Proceed issued by the Contracting Officer. The period of performance is 60 days.

Project Specifications:

The Information Systems Center (MPB and Conference Rooms) in Frankfurt require the supply and installation of new DIGITAL Audio-Video Media control system. This is to be installed by an authorized specialist. The system must be compatible with a KNX light system.

- Install new Multimedia system (Video Conference technology, projector and drop down screens or Digital Display with direct connection).
- Install two new Daylight projectors, if required.
- Install new Audio Sound system (DSP, Amplifier, speakers, Wireless microphones (IR) and connect to VTC Cisco SX80.
- Install connections at lectern for external devices with automated switch (HDMI, DP, DVI, Apple, and AUDIO).
- Update control Room hardware/software as need to accommodate upgrades; this includes Computer, Laptops, Video conferencing system.
- Install all necessary wiring to Digital standard.
- Connect light KNX system with media control panel.
- No VTC equipment is required.

Compliance with Specifications:

Offerors shall also provide with their offer, at a minimum, existing product literature substantiating the acceptability of their offered products in accordance with this solicitation's specifications provided. Failure to provide this information will result in a 'non- responsive' offer and removal from award consideration.

Descriptive Literature Required:

Definition: (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.

Other Specific Requirements:

• All manuals and literature shall be in the English language.

Overview of Work

Safety

- 1. The contractor is expected to provide a safe working jobsite for all employees as well as passersby.
- 1. All work must be carried out by German local, state and federal safety standards, and to the US Army Corps of Engineer Safety and Health Requirements Manual (EM 385-1-1), whichever standard is strictest.
- 2. Contractor must provide a point of contact who is responsible for all safety matters on the site. Either this person must be readily available by phone or in person at any time the project is in progress. The designated safety contact must visit and inspect the site at least 2 days per workweek. While the point of contact is off site, there shall be one designated supervisor or superintendent in charge of safety issues for both the general contractor and any subcontractors that they employ.
- 3. The name of the company, safety contact, and US Government (USG) consulate contact, complete with phone numbers shall be listed on a sign (plastic laminate or similar) and hung at each entrance to the building during the work.
- 4. The prime contractor is responsible for providing an on-site first aid kit and fire extinguisher that is readily available to any workers.
- 5. Proper personal protective equipment (PPE) shall be used at all times. This includes proper footwear, clothing, eye protection, gloves, etc. While overhead work is occurring, hard hats must be used.
- 6. The contractor shall install all applicable safety signs.
- 7. Scaffold system must provide proper fall protection, toe boards, and meet all applicable standards. Employees working outside of the scaffold system (on the roof, etc.) must have proper fall protection.
- 8. Scaffold system must have a means of safe access for the workers. Likewise, the entrance to the scaffold system must be securable (lockable) as to prevent off-hours access by non-authorized parties.
- 9. The contractor is required to enforce these requirements with their suppliers and subcontractors.
- 10. No work on energized electrical circuits can occur at any time. All work on electrical circuits shall be performed in accordance with EM 385-1-1 and lock-out/tag-out (LOTO) procedures shall be followed.
- 11. Any hot work (welding, torch work, plasma cutting) must be reviewed with and approved by the USG in advance. Proper safety precautions (fire extinguisher, fire watch) are the responsibility of this contractor.

Contractor Clearance

The contractor is required to undergo a security clearance in order to obtain access to the work site. After award of the contract, the Contractor has ten (5) calendar days to submit to the Contracting Officer's Representative a list of personnel assigned to this project who will require access to the worksite to providing services to the Government. Once the Government has completed the security screening and approved the applicants, they will be given access to the site. Access to the site may be revoked at any time due to falsification of data or misconduct on site. Only those applicants who have been approved by the Government may complete work for this contract. The contractor may submit newly hired employees information for review on an as needed basis. New employees may not begin work related to this contract until they have been approved in writing by the Government. Additionally, the Contractor shall inform the Government immediately of all employees dismissed by the Contractor.

Personal Injury, Property Loss or Damage (liability)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this purchase order. The Contractor's assumption of absolute liability is independent of any insurance policies.

Insurance

The Contractor, at own expense, shall provide and maintain during the entire period of performance of work detailed in the contract, whatever insurance is legally necessary under the laws and statutes of the applicable country. For those Contractor employees assigned to this contract who are either United States Citizens or hired in the United States or its possessions, the Contractor shall provide workers' compensation insurance. The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of the work detailed in the contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

Conduct

Contractor employees shall not smoke in Government Buildings; shall not be under the influence of drugs or alcohol; or engage in prolonged discussion or argument regarding the job. The Government reserves the right to reject persons who do not meet these requirements. In cases where the Contractor is required to remove personnel as a result of misconduct of the contractor or its employee (such as, but not limited to criminal activity, security violation) the Contractor will be required to assume full responsibility and bear all expenses and costs associated with the prompt removal of any offending employee and all costs associated with providing a suitable replacement. The Government denies all costs associated with such actions.

APPLICABLE CLAUSES AND PROVISIONS

The selected Offeror must comply with the following commercial item terms and conditions, which are incorporated herein by reference:

FAR 52.204-9, Personal Identity Verification of Contractor Personell (Jan 2011) FAR 52.212-1, Instructions to Offerors - Commercial Items, applies to this acquisition; FAR 52.212-3), Offeror Representations and Certifications - Commercial Items (Aug 2018) – to be completed with other certifications and submitted with the offer; FAR 52.212-4, Contract Terms and Conditions - Commercial Items, 52.214-34, 52.217-7, 52.225-14, 52.229-6, 52.232-40, 52.247-35, 652.237-72, 652.242-73 and 652.243-70; FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items - the applicable clauses under paragraph (b) are: 52.204-10,- 52.223-18, 52.225-13 and 52.232-33.

The full text of the referenced FAR and DOSAR clauses may be accessed electronically at https://www.acquisition.gov/far/ and https://farsite.hill.af.mil/vfdosara.htm, respectively.

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

<u>52.212-2 Evaluation – Commercial Items (Oct 2014)</u>

BASIS OF AWARD

The Government intends to award a contract 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 lowest price technically acceptable offer including all options. Evaluation will be based on offeror's submission in Volumes I and II and the provision at FAR 52.212-2, as provided in this solicitation.

- (a) The following factors shall be used to evaluate offerors:
 - 1. Price;
 - 2. Technical acceptability

Technical capability is equal to price.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.217-5 Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.214-34 Submission of Offers in the English Language (Apr 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of Provision)

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 http://ice.cgfs.state.sbu/ in effect as follows:

- (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)

52.237-1 Site Visit (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

Addendum to FAR 52.212-1 Instruction to Offerors – Commercial Items (Aug 2018)

Pursuant to FAR 12.302(d), the provision at FAR 52.212-1, Instruction to Offerors – Commercial Items (Aug 2018) is augmented as follows: Preparation of Offers - Offerors shall prepare and submit its offer in two (2) volumes as set forth below.

1) Preparation of Offers - Offerors shall submit a Proposal with enough detail to specify compliance with the project specifications.

VOLUME I

1. PRICING

The offeror shall complete the table below:

| CLIN# | Description – MPB (A + B) | Unit of | Quantity | Unit | Total Cost |
|--------|---------------------------|---------|----------|------|-------------------|
| 0001 | | Issue | | Cost | |
| | Equipment, delivery and | | | | |
| 0001.1 | installation | Lot | 1 | | |
| | Delivery charges f.o.b. | | | | |
| 0001.2 | destination | Lot | 1 | | |
| | | | | | |
| 0001.3 | VAT, if applicable | Lot | 1 | | |
| CLIN# | Description – F201 | Unit of | Quantity | Unit | Total Cost |
| 0002 | | Issue | | Cost | |
| | Equipment, delivery and | | | | |
| 0002.1 | installation | Lot | 1 | | |
| | Delivery charges f.o.b. | | | | |
| 0002.2 | destination | Lot | 1 | | |
| 0002.3 | VAT, if applicable | Lot | 1 | | |
| | | | | | |
| CLIN# | Description – H200 | Unit of | Quantity | Unit | Total Cost |
| 0003 | | Issue | | Cost | |

| 0003.1 | Equipment, delivery and installation | Lot | 1 | | |
|----------------|--------------------------------------|---------------|--------------|--------------|-------------------|
| | Delivery charges f.o.b. | 200 | 1 | | |
| 0003.2 | destination | Lot | 1 | | |
| 0003.3 | VAT, if applicable | Lot | 1 | | |
| CLIN# | Description – Chapel | Unit of | Quantity | Unit | Total Cost |
| 0004 | upstairs | Issue | | Cost | |
| 0004.1 | Equipment, delivery and installation | Lot | 1 | | |
| | Delivery charges f.o.b. | | | | |
| 0004.2 | destination | Lot | 1 | | |
| 0004.3 | VAT, if applicable | Lot | 1 | | |
| CLIN# | Description – Chapel | Unit of | Quantity | Unit | Total Cost |
| 0005 | downstairs (training room) | Issue | | Cost | |
| | Equipment, delivery and | | | | |
| 0005.1 | installation | Lot | 1 | | |
| | Delivery charges f.o.b. | | | | |
| 0005.2 | destination | Lot | 1 | | |
| 0005.3 | VAT, if applicable | Lot | 1 | | |
| CLIN# | Description – D232 (HR) | Unit of | Quantity | Unit | Total Cost |
| 0006 | | Issue | | Cost | |
| 0006.1 | Equipment, delivery and installation | Lot | 1 | | |
| | Delivery charges f.o.b. | | | | |
| 0006.2 | destination | Lot | 1 | | |
| | | | | | |
| 0006.3 | VAT, if applicable | Lot | Oventity | TIme#4 | Total C4 |
| CLIN # 0007 | Description – Flag Room | Unit of Issue | Quantity | Unit Cost | Total Cost |
| 0007 | Equipment, delivery and | 15546 | | Cust | |
| 0007.1 | installation | Lot | 1 | | |
| | Delivery charges f.o.b. | | | | |
| 0007.2 | destination | Lot | 1 | | |
| 0007.3 | VAT, if applicable | Lot | 1 | | |
| GRAND | TOTAL – CLIN 0001 to 0007: | (includin | g Options) : | - indicate | |

2. REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (Aug 2018)

Offeror Representations and Certifications - Commercial Items - the selected offeror must submit a completed copy of the listed representations and certifications. If the Offeror has completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

VOLUME II - TECHNICAL CAPABILITY

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

- (A) A delivery confirmation providing for delivery within **60** calendar days of award to final destination.
- **(B)** Warranty provisions:

The Contractor agrees that the equipment furnished under this contract shall be covered by the most favorable manufacturer's commercial warranty the Contractor gives to any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

The Contractor shall provide a copy in English of the applicable manufacturer's commercial warranty with each equipment covered by such a warranty at no additional cost to the Government. Warranty terms: 24 months.

(C) Technical Proposal:

| CLIN# | DESCRIPTION OR OFFERED SOLUTION: | REMARKS |
|-------|----------------------------------|---------|
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- Extend list as required -

SUBMISSION OF OFFERS:

Preparation of Offers - Offerors shall prepare and submit offers to Hannelore Godecki, via email to: <u>GodeckiH@state.gov</u> and <u>FrankfurtRPSO@state.gov</u>. The subject line shall read "Quotation 19GE5018R0122". **The size shall not exceed 20MB.**

SITE VISIT

Offerors **are required** to attend a pre-proposal Site Visit to be conducted on **Tuesday**, **Sept. 18**, **2018**, **10:00 am CEST**, at <u>U.S Consulate General Frankfurt</u>. Offerors planning to attend the Site Visit must submit by email the names of their company's representatives (maximum of two) to the attention of Hannelore Godecki at <u>GodeckiH@state.gov</u> and <u>FrankfurtRPSO@state.gov</u> at least 2 working days prior to the scheduled date.

Deadline for Submission of Questions: Interested offerors may submit any questions concerning the solicitation as soon as possible but not later than **Thursday, September 20, 2018** to Hannelore Godecki at GodeckiH@state.gov.

OFFER DUE DATE

Offers shall be submitted as soon as possible but not later than 1500 hrs Central European Summer Time (CEST) on Friday, September 21, 2018. Late offers will not be considered.

ADDITIONAL INFORMATION

Applicable laws and regulations: Solicitation and award will be subject to laws and regulations of the United States of America.

{ End of Solicitation}