

COMBINED SYNOPSIS & SOLICITATION



United States Consulate General Frankfurt

Supply and Installation of Water Purification System on behalf of the Bureau of International Narcotics and Law Enforcement Affairs (INL) office of US Embassy Kyiv, Ukraine.

SOLICITATION NO. 19GE5020Q0032

**Issued by:
American Consulate General
Regional Procurement Support Office
Giessener Strasse 30
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Germany**



**AMERICAN CONSULATE GENERAL
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June 22, 2020

**Combined Synopsis and Solicitation
Solicitation Number 19GE5020Q0032**

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

Supply and Installation of a Water Purification System at the Police Academy in Rivne, Ukraine, on behalf of the Bureau of International Narcotics and Law Enforcement Affairs (INL) Office at the U.S. Embassy Kyiv, Ukraine.

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 19GE5020Q0032 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 2020-06, effective June 5, 2020.

Contract Type:

The Government intends to award a single, firm fixed-price contract 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. 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 within 60 days from the date of order award.

Project Specifications:

Background information:

The Academy in Rive is seeking INL's assistance in procuring a Water Purification System as an urgent prevention to health hazard for the students, as well as the warranty of the water heating system, previously purchased by INL.

Work to be performed: The vendor should provide a complete water purification system with the following requirements to ensure the quality indexes of the water are: for technical water $Q_{max} = 100m^3/day$; drinking water $Q = 4 m^3/day$.

To support the project of the Patrol Police Academy of the National Police of Ukraine the vendor is required to provide the equipment in 2 months term after the contract is awarded, but not later than **August 30, 2020**. This is a technical assistance project, is registered with the Ministry of Economy and is exempted from local Value Added Tax (VAT).

Special requirements:

Contractor should verify that required equipment is **new, high quality, with the quality certificates and officially imported to Ukraine or made in Ukraine**.

The sources of the water is Rivne waterway; water analysis data: iron – 1,1 mg/dm³, total rigidity – 7mg/dm³, ph = 7.7.

Warranty: All items must have a minimum of 12 months warranty provided by the vendor. The vendor must deliver, install, set up and provide customer service for the equipment for the period of the warranty.

Project location: The equipment must be delivered to the Rivne Patrol Police Academy, Barona Shteynelya 90, Horodok village, Rivne oblast, Ukraine,

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.
2. All work must be carried out by Ukrainian 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.
3. 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.
4. 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.
5. The prime contractor is responsible for providing an on-site first aid kit and fire extinguisher that is readily available to any workers.
6. 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.
7. The contractor shall install all applicable safety signs.
8. The contractor is required to enforce these requirements with their suppliers and subcontractors.
9. 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.
10. 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 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

FAR 52.204-7, System for Award Management (Oct 2018)

FAR 52.204-9, Personal Identity Verification of Contractor Personnel (Jan 2011)

FAR 52.204-13, System for Award Management (Oct 2018)

FAR 52.204-16, Commercial and Government Entity Code Reporting (Jul 2016)

FAR 52.204-18, Commercial and Government Entity Code Maintenance (Jul 2016)

FAR 52.211-6, Brand Name or Equal (Aug 1999)

FAR 52.212-1, Instructions to Offerors - Commercial Items, applies to this acquisition (Jun 2020)

FAR 52.212-3), Offeror Representations and Certifications - Commercial Items (Jun 2020) – to be completed with other certifications and submitted with the offer;

FAR 52.212-4, Contract Terms and Conditions - Commercial Items (Oct 2018),

Addendum to FAR 52.212-4 Contract Terms and Conditions – Commercial Items (Deviation 2017-02)

The whistleblower protection of 41 U.S.C 4712 has been removed from paragraph (r) of FAR clause 52.212-4.

The following revised paragraph applies:

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(End of Clause)

FAR 52.214-34, 52.229-6, 52.232-40, 52.247-35, DOSAR 652.232-70, 652.237-72, 652.242-73 and 652.243-70, 652-247-71;

FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Mar 2020) - the applicable clauses under paragraph (b) are: 52.204-10, 52.222-19, 52.222-21, 52.222-26, 52.222-50, 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 <http://farsite.hill.af.mil/vfdosara.htm>, respectively.

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

FAR 52.212-2 Evaluation – Commercial Items (Oct 2014)

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)

FAR 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)

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 <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)

FAR 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 (Jun 2020)

Pursuant to FAR 12.302(d), the provision at FAR 52.212-1, Instruction to Offerors – Commercial Items (Jun 2020) 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 Quotation with enough detail to specify compliance with the project specifications.

VOLUME I

- 1. PRICING – Offer must be valid for 60 days from the date of the due date of submission.**

The offeror shall complete the table for the below listed **Brand Name or Equal** equipment (including installation and delivery):

CLIN No: 0001	Description	Place of Manufacture	Unit of Issue	Quantity	Unit Cost	Total Cost
001	<p>DISK MECHANICAL FILTER - PDF316A-S</p> <p>Requirements:</p> <ul style="list-style-type: none"> • Inlet/outlet: DN100 flange; • Drainage: 2” with a manual flashing of filter elements from 130md. • Removes mechanical particles of rust, sand, clay, etc. • Two parallel filters for continuous system operation. 		Ea.	1		
002	<p>SORPTION FILTER - Clark Air IF 1865</p> <p>Requirements:</p> <ul style="list-style-type: none"> • Iron removal from water with air injector • Automatic filtration valve • Regeneration in time • Cylinder • From 240 liters of AC Sorbent 		Ea.	1		
003	<p>MANUAL DISK FILTER - ARMAS MF-80-L-3”-BSPT</p> <p>Requirements:</p> <ul style="list-style-type: none"> • 3” (80 mm) Diameter • Type: long • Filtration area: from 1800 cm² • Capacity: 45 m³/h 		Ea.	1		
004	<p>WATER SOFTENER SYSTEM - ECOSOFT 1352</p> <p>Requirements:</p>		Ea.	1		

	<ul style="list-style-type: none"> • Consists of filter module (balloon with control valve) and tank for saline solution • Contains Ion-exchange resin HCR-S/S 					
005	ADSOPRTION SYSTEM - CF0844-M Requirements: <ul style="list-style-type: none"> • Manual control valve • Wave Syber 0844 filter casing • Coconut coal 20 liters • Removal of residual chlorine 		Ea.	1		
006	REVERSE OSMOSIS SYSTEM - LRO 240-WS Requirements: <ul style="list-style-type: none"> • 500 l/h • 1.3 kW, 220 V. • Pump GRUNDFOS CM 3-9 • Mechanical cleaning BB20 Slim 5 microns • Steel frame covered with enamel • PVC-U tubing • QIP and automation. 		Ea.	1		
007	INDUSTRIAL REVERSE OSMOSIS MEMBRANE - CSM 4040-BLF Requirements: <ul style="list-style-type: none"> • Performance: from 2500GPD • Selectivity: from 99.2% • Working pressure: from 40.0 bar • Operating temperature: from 5 to 45 ° C • Working frequency: from 433Mhz 		Ea.	2		
008	CUMULATIVE CONTAINER Requirements: <ul style="list-style-type: none"> • Volume of 1000 liters 		Ea.	1		

	<ul style="list-style-type: none"> • Diameter / height: from 80 cm; from 220 cm • For food holding capacity 					
009	<p>CLEAN WATER PUMP STATION</p> <p>Requirements:</p> <ul style="list-style-type: none"> • Pressure – up to 55 m • Max. consumption – from 8 m³ / h, 3 ~ 380, up to 1,5 kW • Connection - 1 " • Weight – around 26 kg 		Ea.	1		
010	<p>MECHANICAL CARTRIDGE THIN PURIFYING FILTER (ECOSOFT BB-20)</p> <p>Requirements:</p> <ul style="list-style-type: none"> • Cleaning from rust and sand • Productivity: up to 1 m³/hour • Filter height: from 41 to 64 cm • Connection size: 1 " • Water temperature: Cold • The subtlety of filtration: 20 microns. 		Ea.	2		
011	<p>ULTRAVIOLET WATER DISINFECTION SYSTEM (ECOSOFT UV E-360)</p> <p>Requirements:</p> <ul style="list-style-type: none"> • Productivity l/h: from 1360 • Type and number of emitters: 1 x T521 • Maximum inlet pressure atm: from 8 • Power supply: 230V, from 50 Hz • Power consumption of one emitter, W: from 21 • Pipe connection diameter 1 " 		Ea.	1		

012	REVERSE ELECTROMAGNETIC VALVE CEME 1” Requirements: <ul style="list-style-type: none"> • Threaded connection (inches): 1” • Type: Solenoid Valve • Pressure (bar): from 10 • Max. operating temperature (C): up to 80 • Power (V): up to 230 • Throughput (m3 / hour): from 22 		Ea.	4		
013	WS MICROSWITCH		Ea.	5		
014	BYPASS 1”		Ea.	5		
015	Installation		Lot	1		
016	Delivery		Lot	1		
GRAND TOTAL – CLIN 0001 – (Line Item 001 to 016): - indicate currency						

2. REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (Jun 2020)

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 as described under Warranty in this solicitation document

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: 12 months.

(C) Descriptive Literature

(D) Technical Compliance Matrix (**Brand Name or Equal**):

CLIN 0001 - Line Items:	Required Specifications	<i>OFFERED SPECIFICATIONS (TO BE COMPLETED BY OFFEROR)</i>	<i>Remarks</i>
001	DISK MECHANICAL FILTER - PDF316A-S		
002	SORPTION FILTER - Clark Air IF 1865		
003	MANUAL DISK FILTER - ARMAS MF-80-L-3"-BSPT		
004	WATER SOFTENER SYSTEM - ECOSOFT 1352		
005	ADSOPRTION SYSTEM - CF0844-M		
006	REVERSE OSMOSIS SYSTEM - LRO 240-WS		
007	INDUSTRIAL REVERSE OSMOSIS MEMBRANE - CSM 4040-BLF		
008	CUMULATIVE CONTAINER		
009	CLEAN WATER PUMP STATION		
010	MECHANICAL CARTRIDGE THIN PURIFYING FILTER (ECOSOFT BB-20		

011	ULTRAVIOLET WATER DISINFECTION SYSTEM (ECOSOFT UV E-360		
012	REVERSE ELECTROMAGNETIC VALVE CEME 1”		
013	WS MICROSITCH		
014	BYPASS 1”		

- Extend list as required –

SITE VISIT

Offerors or quoters are expected and it is highly recommended to inspect the site where equipment and installation 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.

The Site Visit will be conducted on **Wednesday, July 1, 2020, 11:00 am CEST**, at the Rivne Patrol Police Academy, Barona Shteynelya 90, Horodok village, Rivne oblast, Ukraine. 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 Tetyana Voznyuk at VoznyukT@state.gov and VynnychenkoIS@state.gov 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 **Friday, July 3, 2020** 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 Monday, July 13, 2020**. Late offers will not be considered.

SUBMISSION OF OFFERS:

Preparation of Offers - Offerors shall prepare and submit offers to Hannelore Godecki, via email to: GodeckiH@state.gov and FrankfurtRPSO@state.gov. The subject line shall read “Quotation 19GE5020Q0032 – Company Name”. **The size shall not exceed 45MB.**

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}