



American Embassy
Yangon, Myanmar

November 13, 2015

Dear Prospective Offeror:

SUBJECT: Request for quotation Number SBM80016Q0009

The Embassy of the United States of America invites you to submit a quotation for Chiller Maintenance Service at the Embassy.

If you would like to submit a quotation, follow the instruction in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form SF-1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quote are due by 11 AM Monday 30 November, 2015.

Sincerely,

A handwritten signature in blue ink, appearing to be 'SK' or similar initials.

Sean Kennedy
Supervisory General Services Officer
U.S. Embassy Yangon

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
PAGE 1 OF

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
SBM80016Q0009

6. SOLICITATION ISSUE DATE
11/13/2015

7. FOR SOLICITATION INFORMATION CALL: 

a. NAME

b. TELEPHONE NUMBER(No collect calls)
**95-1-536509,505113
Ext. 4104**

8. OFFER DUE DATE/ LOCAL TIME
11/30/2015 11:00 AM

9. ISSUED BY
**American Embassy Rangoon
110 University Avenue
Kamayut Township
Yangon, Myanmar**

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE:___% FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS
 HUBZONE SMALL BUSINESS (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EDWOSB
 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
**American Embassy Rangoon
110 University Avenue
Kamayut Township
Yangon, Myanmar**

16. ADMINISTERED BY
**James S. Kennedy
Contracting Officer**

FACILITY CODE

18a. PAYMENT WILL BE MADE BY
**Financial Management Officer
American Embassy Rangoon
110 University Avenue
Kamayut Township
Yangon, Myanmar**

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Chiller Maintenance Service at The U.S Embassy Rangoon. See Line Items Section				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p><u>Base Year</u></p> <ul style="list-style-type: none"> ▪ Regular Inspection ▪ Annual Inspection <p><u>First Option Year</u></p> <ul style="list-style-type: none"> ▪ Regular Inspection ▪ Annual Inspection <p><u>Second Option Year</u></p> <ul style="list-style-type: none"> ▪ Regular Inspection ▪ Annual Inspection 				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS	

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number SBM80016Q0009, Prices, Block 23
- Continuation To SF-1449, RFQ Number SBM80016Q0009 , Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER SBM80016Q0009
PRICES, BLOCK 23

REQUEST FOR QUOTATIONS – CHILLER PREVENTIVE MAINTENANCE SERVICES
U.S EMBASSY YANGON, MYANMAR

I. PERFORMANCE WORK STATEMENT

1.0 DESCRIPTION

The American Embassy in Burma requires services to maintain 2 air-cooled screw chiller model number YCAS and 1 air-cooled model number YCAL in safe, reliable and efficient operating condition. The contract type is a firm fixed price contract for routine maintenance services paid at the scheduled rates, below. These rates include all costs associated with providing 2 air-cooled screw chiller model number YCAS and 1 air-cooled model number YCAL maintenance services in accordance with manufacturer's warranty including materials, labor, insurance, overhead, profit and VAT. The contract will be for a one-year period, with four one-year optional periods of performance.

1.1 All work shall comply with the requirements described in the following, as a minimum:

- EPA Laws and Regulations
- ASHRAE Standards
- ARI Standards
- NFPA Codes
- UL Standards
- IEEE Standards
- National Electrical Codes
- ANSI Standards
- NFPA Standards
- NETA Standards
- NEMA Standards
- OSHA Standards
- All applicable manufacturer O&M and installation/service instructions/requirements.

2.0 PRICING

2.1 Base Year - The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

<u>Year</u>	<u>Regular Inspection</u>	<u>Annual Inspection</u>	<u>Annual Total Price</u>
Base	_____	_____	_____

2.2 Option Year 1-The Contractor shall provide the services shown below for Option Year 1, starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months.

<u>Year</u>	<u>Regular Inspection</u>	<u>Annual Inspection</u>	<u>Annual Total Price</u>
1	_____	_____	_____

2.3 Option Year 2-The Contractor shall provide the services shown below for Option Year 2, starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

<u>Year</u>	<u>Regular Inspection</u>	<u>Annual Inspection</u>	<u>Annual Total Price</u>
2	_____	_____	_____

Grand Total of Base Year plus Option Years: _____

3.0 SCOPE OF WORK

The American Embassy in Rangoon requires the Contractor to maintain the Chancery Chillers in safe, reliable and efficient operating condition. The Contractor shall provide all necessary managerial, administrative and labor personnel, and as well as all necessary transportation, equipment, tools, supplies and materials required to perform inspection and maintenance of the above-mentioned equipment in accordance with the manufacturer's specifications. Under this contract the Contractor shall provide:

- The services to maintain the Chancery Chillers on a scheduled basis and to inspect equipment operation and perform required preventive maintenance.

4.0 HOURS OF PERFORMANCE

The Contractor shall schedule all routine maintenance work during normal building hours which are defined as 8:00 to 17:00, Monday to Friday, excluding local and USA holidays, unless approved in advance by the Contracting Officer's Representative (COR).

5.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

5.1 Contractor employees shall have access to the Chancery Chillers with security escorts, only with specific permission by US Embassy Rangoon RSO.

5.2 Personnel Security. The Government reserves the right to deny access to U.S owned facilities to any individual. The Contractor shall provide the names and IDs on all Contractor personnel who shall be used on this contract prior to their utilization.

5.3 STANDARDS OF CONDUCT:

5.3.1 General. The Contractor shall maintain satisfactory standards of employee competency conduct cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

5.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty.

5.3.3 Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

5.3.4 The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

5.3.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

5.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

5.3.7 Key Control. The Contractor's designated security escort (Escort by the Embassy), approved by American Embassy Authorities, shall receive, secure and account for any keys

issued for access to buildings, offices, equipment, gates, or other areas, for the purposes of this contract. Keys shall not be duplicated without the approval.

6.0 WORK REQUIREMENTS

6.1 General. The Contractor shall provide full service to meet routine maintenance requirements. The Contractor shall maintain Chancery Chillers so that the equipment is in a safe and efficient operating condition at all times.

6.2 Incidental Repairs: Any individual unit or incident of repair is not covered by this contract. Such repairs will normally be accomplished by separate purchase order or contract. This exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

6.3 The assigned Contracting Officer and Contracting Officer's Representative are the sole points of contact for all technical and contractual discussions or issues regarding the scope of work and its intent and execution. The contractor shall take no direction verbal or otherwise from USG personnel other than the Contracting Officer or Contract Officer's Representative.

6.4 The Contractor shall schedule, coordinate and arrange all work so as to cause the least interference with the normal occurrence of post operations. In those cases where some interference is unavoidable, the Contractor shall make every effort to minimize the impact of the interference and its effects on the occupants or users. All detailed work schedules required by this statement of work shall be electronically documented and updated weekly and made available to the Contracting Officer's Representative (COR) upon request, oral or written. If the COR determines that the Contractor's schedule conflicts with critical post operations, the Contractor shall modify the schedule as required.

6.5 All work shall be performed by a York/Johnson Controls factory trained steamfitter journeyman(s) / or technician(s). The York/Johnson Controls factory trained steamfitter journeyman(s) / or technician(s) must have at least 5 years of experience of similar work.

6.6 The contractor shall confirm in writing their preparedness to meet each of the requirements of this SOW, to include but not limited to the following: specific cut sheets of all equipment, MSDS Sheets, tool list, safety procedures and practices. This submission shall include a resume of the technician(s).

6.7 The York/Johnson Controls factory trained steamfitter journeyman(s) / or technician(s) specialist shall identify to the Facility Manager any defective parts or equipment in the York Chillers that require replacement. These will be procured at US Government expense.

6.8 The Chiller service shall be performed at the following address:

American Embassy Rangoon
110 University Avenue
Kamayut Township 11041
Yangon, Myanmar (Burma)

6.9 Summary of Services

1. Air-cooled screw chiller (R407), MFG YORK, Model Number YCAS0775EB50, Serial Number RCRM014031
2. Air-cooled screw chiller (R407), MFG YORK, Model Number YCAS0775EB50, Serial Number RCRM014032
3. Air-cooled Scroll chiller (R407), MFG YORK, Model Number YCAL0287EB, Serial Number RCRM016150

To maintain the designated type Chillers, in accordance with the manufacturer's specifications, the Contractor shall perform a minimum all of the following services and any other manufacture's recommendations:

6.9.1 MAINTENANCE TASK DESCRIPTION FOR COMPREHENSIVE ANNUAL INSPECTION (Performed 1 time a year):

Visual Inspection of Chillers:

1. Inspect and report conditions of any unusual noises, vibration, odor, etc.
2. Inspect and report conditions of any structural elements for corrosion and damage.
3. Inspect and report conditions of mounting points and tighten if necessary.
4. Inspect and report conditions of guards, doors, and panels.
5. Inspect and report conditions of any leaks in piping, flange connections, etc.
6. Inspect and report conditions of the chiller insulation.
7. Inspect and report conditions of chiller valves.

Unit Control Panel:

1. Clean, inspect and report condition of the control cabinet's cleanliness, moisture, oil, door gasket for sealing integrity, etc.
2. Inspect (replace if needed) the wires for security and damage.
3. Inspect (replace if needed) connections for tightness and corrosion.
4. Inspect and report conditions of any obvious errors on installed pressure and temperature gauges.
5. Verify operation of alarm devices and indications.
6. Verify operation of start, stop and anti-recycle timers.
7. Verify operation of low ambient start-up package.
8. Test operation of all safeties and provide the list to the facility manager.
9. Inspect and report conditions of all moisture indicators
10. Verify operation of oil temperature control
11. Verify operation of control reaction (TXV valves hunting?)

Starter and Contactors for Compressors and Fan Motors:

1. Inspect and report conditions of enclosure and components for cleanliness, moisture, oil, etc. (clean if necessary)
2. Inspect (replace if needed) the wires for security and damage.
3. Inspect (replace if needed) connections for tightness and corrosion.
4. Inspect and report conditions of all contracts and look for signs of wear, arcing, overheating, etc.
5. Measure voltage of all L1 & L2, L2 & L3, L1 & L3, and nameplate voltage
6. Megger all motors greater than 5 HP, L1, L2, L3 and nameplate voltage (record findings and present to the facility manager)
7. Measure load amperage L1, L2, L3 and nameplate amperage (record findings and present to the facility manager)
8. Inspect (replace if needed) crankcase heater terminals and tighten if necessary.

Compressor:

1. Record suction pressure on all circuits and present to the facility manager
2. Record discharge on all circuits and present to the facility manager
3. Record superheat on all circuits and present to the facility manager
4. Record oil level on all circuits and present to the facility manager
5. Test and record oil for acid on all circuits and present to the facility manager
6. Test and record crankcase heater operation on all circuits and present to the facility manager
7. Test and record unloader operation on all circuits and present to the facility manager
8. Test and record low pressure cutout on all circuits and present to the facility manager
9. Test and record high pressure cutout on all circuits and present to the facility manager

Fan Motors and Mountings:

1. Lube motor, fan and shaft bearings (Be very careful on checking with what the manufacture recommends!)
2. Inspect (replace if needed) belt tension and condition
3. Inspect secureness of blades (propeller type fans)
4. Freedom of rotation, cracks, and alignment
5. Inspect and report conditions of any vibration and noise
6. Inspect and report conditions of fan and motor mountings for security and tighten if necessary.
7. Clean, inspect, and report condition of motor cooling openings

Air Cooled Condenser Coil Cleaning:

1. Protect any controls that can be reached by the spray of water
2. Remove protective coverings
3. Clean coils using water, soft brush, and approved coil cleaning detergent soap
4. Rinse
5. Clean up work area

Refrigerant Sample:

The contractor shall take a refrigerant sample in accordance to EPA recovery guidelines. The sample shall be analyzed to determine the high boiling residue, total acid number, purity, particulates, chlorides, and moisture contents. The results shall be compared to Air Conditioning and Refrigerant Institute (ARI) standards and manufacturer specifications.

OIL ANALYSIS

The contractor shall take an oil sample and have a spectromchemical analysis performed using an emission spectrometer to identify wear and corrosion particles, contaminants, and metallic oil additives. The results shall be reported in parts per million (ppm). The viscosity test shall be performed in accordance to a Modified ASTM D445 (kinematics method) @ 40 degrees C and given in centistokes (cSt). The water content shall be determined by the Karl Fischer method and given in PPM. The Total Acid Number (TAN) shall be determined by a Modified ASTM D974 for wax free (WF) oils and by a Modified ASTM D664 for metallic anti-wear/detergent (DTE type) oils.

SPECIAL INSTRUCTIONS:

1. Follow site and manufacture's safety procedures.
2. Schedule outage with operating personnel.
3. Use extreme caution when climbing roof access ladders.
4. Perform applicable lockout/tag out steps of site safety procedures.
5. Record and report equipment damage or deficiencies.
6. Review and follow the manufacturer's O&M instructions.
7. De-energize, tag, and lock out circuit. Check for secondary sources of voltage. DANGER – CHECK THAT CIRCUITS ARE DEAD BEFORE STARTING WORK
8. Follow safety and environmental procedures for the handling and disposing of refrigerants and compressor oil.
9. Don't vent refrigerants. Refrigerants must be recovered.
10. Record quantities of refrigerants and compressor oil, added or removed.
11. Record results in the equipment history log.

TOOLS, MATERIALS, AND EQUIPMENT:

1. Mechanic's tool set. Refrigeration tools.
2. Leak tester.
3. Vacuum pump
4. Fin comb
5. Cleaning materials.
6. Compressor oil.
7. Refrigerant
8. Recovery cylinders
9. Personnel protective equipment (PPE) for handling refrigerants.

NOTE:

THESE MAINTENANCE CHECKS MUST BE PERFORMED AT THE SPECIFIED TIME INTERVAL BY AN INDUSTRY AND YORK CERTIFIED TECHNICIAN WHO HAS BEEN TRAINED AND LICENSED BY ACCREDITED AND RECOGNIZABLE INSTITUTION TO WORK ON THIS TYPE OF AIR CONDITIONING EQUIPMENT **WITH AT LEAST 5 YEARS EXPERIENCE.**

A RECORD OF THIS PROCEDURE BEING SUCCESSFULLY CARRIED OUT MUST BE MAINTAINED ON FILE BY THE EQUIPMENT OWNER SHOULD PROOF OF ADEQUATE MAINTENANCE BE REQUIRED AT A LATER DATE FOR WARRANTY VALIDATION PURPOSES.

Engineer's Notes:

1. See manufacturer's specification for limit regarding maximum number of plugged tubes.
2. Record data in York Chiller/Compressor Operating Log

6.9.2 MAINTENANCE TASK DESCRIPTION FOR REGULAR INSPECTION (shall be performed twice a year with 6 month intervals):

Inspection of Chillers:

1. Inspect and report conditions of any unusual noises, vibration, odor, etc.
2. Inspect and report conditions of any structural elements for corrosion and damage
3. Inspect and report conditions of guards, doors, and panels.
4. Inspect and report conditions of any leaks in piping, flange connections, etc.
5. Inspect and report conditions of all moisture indicators
6. Verify operation of oil temperature control
7. Verify operation of control reaction (TXV valves hunting?)

Unit Control Panel:

1. Inspect (replace if needed) the wires for security and damage.
2. Inspect (replace if needed) connections for tightness and corrosion.
3. Inspect and report conditions of any obvious errors on installed pressure and temperature gauges.
4. Inspect and report conditions of all moisture indicators

Starter and Contactors for Compressors and Fan Motors:

1. Inspect and report conditions of enclosure and components for cleanliness, moisture, oil, etc. (clean if necessary)
2. Inspect (replace if needed) connections for tightness and corrosion.
3. Inspect and report conditions of all contracts and look for signs of wear, arcing, overheating, etc.
4. Measure load amperage L1, L2, L3 and nameplate amperage (record findings and present to the facility manager)

Compressor:

1. Record suction pressure on all circuits and present to the facility manager
2. Record discharge on all circuits and present to the facility manager
3. Record superheat on all circuits and present to the facility manager
4. Record oil level on all circuits and present to the facility manager

Air Cooled Condenser Coil Cleaning:

1. Protect any controls that can be reached by the spray of water
2. Remove protective coverings
3. Clean coils using water, soft brush, and approved coil cleaning detergent soap
4. Rinse
5. Clean up work area

SPECIAL INSTRUCTIONS:

1. Follow site and manufacture's safety procedures.
2. Schedule outage with operating personnel.
3. Use extreme caution when climbing roof access ladders.
4. Perform applicable lockout/tag out steps of site safety procedures.
5. Record and report equipment damage or deficiencies.
6. Review and follow the manufacturer's O&M instructions.
7. De-energize, tag, and lock out circuit. Check for secondary sources of voltage. **DANGER – CHECK THAT CIRCUITS ARE DEAD BEFORE STARTING WORK**
8. Follow safety and environmental procedures for the handling and disposing of refrigerants and compressor oil.
9. Don't vent refrigerants. Refrigerants must be recovered.
10. Record quantities of refrigerants and compressor oil, added or removed.
11. Record results in the equipment history log.

TOOLS, MATERIALS, AND EQUIPMENT:

1. Mechanic's tool set. Refrigeration tools.
2. Leak tester.
3. Vacuum pump
4. Fin comb
5. Cleaning materials.
6. Compressor oil.
7. Refrigerant
8. Recovery cylinders
9. Personnel protective equipment (PPE) for handling refrigerants.

NOTE:

THESE MAINTENANCE CHECKS MUST BE PERFORMED AT THE SPECIFIED TIME INTERVAL BY AN INDUSTRY AND YORK CERTIFIED TECHNICIAN WHO HAS BEEN TRAINED AND LICENSED BY ACCREDITED AND RECOGNIZABLE INSTITUTION TO WORK ON THIS TYPE OF AIR CONDITIONING EQUIPMENT **WITH AT LEAST 5 YEARS EXPERIENCE.**

A RECORD OF THIS PROCEDURE BEING SUCCESSFULLY CARRIED OUT MUST BE MAINTAINED ON FILE BY THE EQUIPMENT OWNER SHOULD PROOF OF ADEQUATE MAINTENANCE BE REQUIRED AT A LATER DATE FOR WARRANTY VALIDATION PURPOSES.

Engineer's Notes:

1. See manufacturer's specification for limit regarding maximum number of plugged tubes.
2. Record data in York Chiller/Compressor Operating Log

6.10 PERSONNEL, TOOLS, MATERIALS AND SUPPLIES

The Contractor shall provide trained manpower with the appropriate tools and testing equipment for scheduled routine maintenance, safety inspection, and safety testing as required by this contract. The Contractor shall provide all of the necessary materials, and supplies to maintain, service, inspect and test the equipment as required by this contract.

- Incidental Repairs: Minor repair service labor provided during inspection visits is covered by this contract. Any individual unit or incident of repair is not covered by this contract. Such repairs will normally be accomplished by separate purchase order or contract. This exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

7.0 INSURANCE

7.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract.

The Contractor's assumption of absolute liability is independent of any insurance policies.

7.1.1 Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary.

8.0 PERMITS

The Contractor shall maintain full force and affect all permits, licenses, and appointments required for the prosecution of work under this contract with no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws.

9.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

The Contractor shall physically inventory all Government furnished property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting, and reconciling the property with written records. The Contractor shall conduct these physical inventories annually during the contract and at the completion or termination of the contract, as directed by the COR. Unless approved in advance by the Contracting Officer, personnel other than those who maintain the property records or who have custody of the property shall conduct the inventory.

10.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

10.1 Plan. This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

10.2 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

10.3 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause, if any of the services exceed the standard.

10.4 Procedures

10.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

10.4.2 The COR will complete appropriate documentation to record the complaint.

10.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

10.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

10.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

10.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

10.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

10.4.8 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

11.0 SECURITY CLEARANCES

11.1 All Work under this contractor that are designated as non-CAA areas may be performed by un-cleared American or local workers. However, all work done in CAA and PCC areas shall be Escorted by an Embassy personnel as needed to complete the services. The Contractor shall work closely with the COR, the Post Facility Manager [FM] or the General Services Officer [GSO]. **No security clearance is needed.**

12.0 NOTICE TO PROCEED

12.1 After contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed.

12.2 The Notice to Proceed will establish a date on which performance shall start.

13.0 SITE RESTORATION

13.1 The York/Johnson Controls factory trained steamfitter journeyman(s) / or technician(s) specialist shall ensure that all facilities receiving this work shall be left in a condition acceptable to the Facility Manager at post, upon completion of the work.

14.0 SAFETY

14.1 Safety is the highest priority on this project. The York/Johnson Controls factory trained steamfitter journeyman(s) / or technician(s) specialist shall bring any safety concerns immediately to the attention of the Facility Manager.

15.0 TRAVEL AND PER DIEM

15.1 The contractor shall comply with Department of State rules and guidelines prior to incurring any costs. Costs incurred in violation of established travel rules and guidelines of the Department of State shall not be paid. Required passport and visa are a responsibility of the contractor.

16.0 HOST COUNTRY VISA AND ENTRY REQUIREMENTS

16.1 All U.S. visitors traveling to Burma, with no exceptions, must have visas prior to arrival. Entry visa processing can take up to eight to twelve weeks through the Ministry of Foreign Affairs and the Burmese Embassy in Washington, and visas requested elsewhere can take even longer to process. Airport visas are not available. Processing of diplomatic visa extensions can take up to six weeks. The same process will most likely take longer for single entry visas.

16.2 All visa processing shall be coordinated with the COR, acting as liaison with Post, for visa issuance. The contractor is advised that visas as stated above can take weeks to be issued and that proper personnel planning is required to ensure that resources are available when required.

16.3 The only required immunization for entry into Burma is yellow fever, and then only if coming from endemic areas of South America or Africa. Immunizations recommended for Burma (in addition to those recommended for the U.S.) are: Hepatitis A and B, Japanese B encephalitis, typhoid, and rabies.

16.4 As stated in section 14.1, airport visas are not available. Customs officials may confiscate prohibited items such as firearms (including air-powered guns and toy guns), ammunition, and certain books, photographs, and magazines that might be considered offensive.

16.5 As per Department of State regulation, no electronic devices (cell phones, computers, thumb drives, mp3 players, ipods, cameras, etc.) may enter the embassy without prior approval from the RSO. If the contractor requires the use of a personal laptop computer or photography equipment to document and record site conditions, the contractor shall coordinate these requirements with the COR prior to the visit and submit to the COR along with the eCC data, these requirements.

16.6 Transportation between the airport and hotel will be by taxi only. When making hotel reservations, GSO travel to assist in making hotel reservations. Those travelers arriving with special equipment may request expediter assistance through GSO. The contractor shall coordinate all special transport requests and requirements with the COR.

17.0 SHIPPING AND CUSTOMS

17.1 All costs for shipping and customs will be paid by the contractor. The contractor will follow all 14 FAM Guidelines for shipping to Burma.

17.2 The contractor will be required to use the Dispatch Agencies to ship all tools, refrigerant, materials, and parts.

17.3 US Embassy Rangoon's customs and shipping clerk contact information is as following:

- Nay Lin Tun (Richard) , Phone +95 1 536 509 X.4138, Email: HtunNL@state.gov

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), is incorporated by reference (see SF-1449, Block 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved].

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-13.
- (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- **X**(40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

- (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- X** (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

 (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

 (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

The following FAR clause(s) is/are provided in full text:

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE
(APR 2004)

(a) The Department of State observes the following days* as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-

clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is

Facilities Manager

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.

- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

