

2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR2749504	5. PROJECT NO. (If applicable)
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6. ISSUED BY Contracting & Procurement General Services Office, American Embassy Manila Seafront Compound, Roxas Boulevard, Pasay City	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO. SRP380-13-Q-0368
	X	9B. DATED (SEE ITEM 11) 08/23/2013
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers --Is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ONE copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; of (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

RFQ No. SRP380-13-Q-0368 is hereby amended to reflect the following changes:

1. On page 5 of 36, under Section E, 52.211-10 Commencement, Prosecution, and Completion of Work, delete paragraph (c) and replace with the following:

“(c) complete the entire work ready for use not later than:

- i. sixty (60) calendar days after receipt of the Notice to Proceed (NTP) - for the fabrication and delivery of the new Air Handling Units (AHUs); and**
- ii. three (3) consecutive non-working days* per AHU - for the removal of the existing and installation of the new AHUs; *dates to be confirmed in writing by the U.S. Government.”**

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15A. NAME AND TITLE OF SIGNER (Type of print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) NENITA V. WHITAKER
15B. CONTRACT/OFFEROR <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED 9/5/13

<u>CONTINUATION SHEET</u>	REFERENCE NO. OF DOCUMENT BEING CONTINUED Amendment No. A001 RFQ No. SRP380-13-Q-0368	PAGE 2 of 2 Pages
NAME OF CONTRACTOR		

continued...

2. On page 6 of 36, under Section E, Working Hours, delete the first sentence and replace with the following:

“All work shall be performed during:

 - i. Monday to Friday, excluding Philippine and American holidays (see Attachment #3), 7:30am to 4:30pm – for the fabrication and delivery of the new Air Handling Units (AHUs); and*
 - ii. from 4:30pm of Friday through 11:30pm of Monday, consecutive non-working days* – for the removal of the existing and installation of the new AHUs; *dates to be confirmed in writing by the U.S. Government.”*

3. On page 11 of 36, under Section G.5.2:
 - a. delete “three (3) recent 1”x1” black and white ID pictures” and replace with “*three (3) recent 2”x2” colored ID pictures*”;
 - b. insert “*recent barangay clearance*”.

4. On page 30 of 36, under Attachment #1, Section 1.b, delete item i and replace with “*i. Equipment removal and installation*”.

5. On page 31 of 36, under Attachment #1, Section 2.d, delete item ii and replace with the following:

“ii. Cooling coil construction

 - a) Air Handling Units shall be typically constructed with hydrophilic coated aluminum fins (12 FPI), 5/8” diameter copper tubes, configured with single circuit chilled water coils as existing coil, 4 rows minimum with properly sized tube face and fin length to meet the designed cooling capacity, copper header with air vent and male threaded or flange connection to new inlet and outlet chilled water lines. Coils shall be constructed with stainless framing.”*

6. On page 32 of 36, under Attachment #1, delete Section 5 and replace with the following:

“5. WORKING HOURS – refer to Section E, Working Hours.”

7. On page 32 of 36, under Attachment #1, Section 6.b, delete the last sentence “Contractor shall provide commercial portable toilet.”

8. On page 33 of 36, under Attachment #1, delete Section 10 and replace with the following:

“10. SPECIFIC TASKS

 - a. Fabrication of the new AHUs shall be done at the Contractor’s shop.*
 - b. For the completion period, refer to Section E, 52.211-10 Commencement, Prosecution, and Completion of Work.”*

9. The offer submission date and time of **September 9, 2013 NLT 3:00pm** remains unchanged.

10. All other terms and conditions remain unchanged and in full force and effect.

- submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance)

E - DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
(APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within ***ten (10) calendar days*** after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) ***complete the entire work ready for use not later than:***
 - i. ***sixty (60) calendar days after receipt of the Notice to Proceed (NTP) – for the fabrication and delivery of the new Air Handling Units (AHUs); and***
 - ii. ***three (3) consecutive non-working days* per AHU – for the removal of the existing and installation of the new AHUs; *dates to be confirmed in writing by the U.S. Government.***

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The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of ***PhP 4,537.03*** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as ***ten (10) calendar days*** after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice Of Delay - If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours - All work shall be performed during:

- i. Monday to Friday, excluding Philippine and American holidays (see Attachment #3), 7:30am to 4:30pm - for the fabrication and delivery of the new Air Handling Units (AHUs); and*
- ii. from 4:30pm of Friday through 11:30pm of Monday, consecutive non-working days* - for the removal of the existing and installation of the new AHUs; *dates to be confirmed in writing by the U.S. Government.*

Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

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G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 21 days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number
- Completed RSO biographic data form for each personnel **(Attachment 2)**
- Three (3) recent 2"x2" colored ID pictures*
- Recent barangay clearance*
- Recent Local Police Clearance
- Original copy of NBI clearance (not more than 6 months old)



Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and

SCOPE OF WORK

PROJECT TITLE: Replacement of Air Handler Motors with Enclosure, Cooling Coil and Accessories at MED/Amerikids Building

LOCATION: Building No. 2046 & 2046-A, Seafront Compound

1. GENERAL

- a. The contractor shall furnish all labor required including a competent supervisor who will stay on the job site during the execution work, all materials required, tools and equipment to perform and satisfactorily complete the replacement of Two (2) Air Handler with enclosure, including cooling coils, filters, drip pan, blower & Motor assembly, mounting support and drain line, electrical power and automatic control connections, externally insulated OA/RA/SA ducts connections, and chilled water piping connections.

- b. The work shall consist of:
 - i. *Equipment removal and installation*
 - ii. Ducting Works
 - iii. Piping Installation Works
 - iv. Ducting Works
 - v. Electrical Works



2. Technical Provision

- a. Contractor shall conduct an initial site inspection to obtain an overview of the project and to verify actual measurement for proper estimating and scheduling of work.

- b. Contractor shall size appropriately the new replacement air handling units, in accordance with the specified cooling capacities and supply air flows (CFM or L/S). Contractor shall verify on site for actual cooling capacities and supply air flows.

- c. Contractor shall submit, for approval by the COR prior to equipment fabrication, shop drawings of the new air handling units, including specifications, calculations, equipment selections, and equipment dimensional cut-sheets

- d. Contractor shall fabricate, supply and install but not limited to following;
 - i. AHU with modular casing, double skin panel house. Panel shall be stainless steel sheet **gauge 16** for external skin, and Stainless steel sheet **gauge 22** on inner skin. Insulation shall be 1" thick using polyurethane or closed seal rubber insulation material sandwiched by double skin panel. Paneling shall be properly sealed with gasket on joint and connection to prevent air leakage. AHU shall be constructed

with filters, flange duct connection, drain pan (**gage 16**) sloped for rapid water flow with **1 1/2" Ø** coupling for drain line connection, and access panel door with lined perimeter heavy gasket and compression type latches. **Stainless steel sheet shall be series 304.**

ii. **Cooling coil construction**

a) *Air Handling Units shall be typically constructed with hydrophilic coated aluminum fins (12 FPI), 5/8" diameter copper tubes, configured with single circuit chilled water coils as existing coil, 4 rows minimum with properly sized tube face and fin length to meet the designed cooling capacity, copper header with air vent and male threaded or flange connection to new inlet and outlet chilled water lines. Coils shall be constructed with stainless framing.*

- iii. Motor and fan assembly shall be mounted on common base with spring isolator. Base shall be stainless steel channel bar or angle bar.
 - iv. Filter section shall consist of filter rack and filters. Filters shall be made of synthetic filter media sandwich with aluminum screen with stainless framing, and 90% or above efficiency.
 - v. Condensate drain line shall be **1 1/2" Ø PVC** pipe with P trap and clean out and shall be extended to nearest drain.
- e. Unit base plate shall be bended heavy gauge stainless steel plate or stainless steel channel bar.
- f. The work to replace the air handling units shall include the following:
- i. OA/SA/RA ducts inside the mechanical rooms shall be made of low pressure sheet metal material. The ducts shall be internally insulated with 1-inch thick sound lining material. Ducts with external fiberglass insulation shall be provided with aluminum jacketing.
 - ii. Any pipe modification shall use seamless BI pipe and re insulate with materials similar to existing (Armaflex or equal) rubber insulation.
 - iii. Existing **three-way** modulating valves with electric actuators installed in the chilled water return piping of the cooling coils shall be **replaced**. Existing balancing control valves in the return piping shall also be **replaced**.
 - iv. **New automatic air vents shall be provided in the return piping of the cooling coils. New pipeline thermometers and pressure gages shall be provided.**
 - v. Installation of new VFDs with appropriately sized and selected to suit the requirements of the new blower/motor assembly. Power supply to be provided by the USG. *The new variable speed drives (VFDs) shall be a complete unit assembly consisting of the starter, bypass switch, and controller/panel.*
- g. Provide flexible connection for air inlet and outlet duct connections.
- h. Contractor shall ensure smooth and quiet operation on the units.
- i. Testing and Commissioning of the new AHUs.

- j. Contractor shall restore all damages incurred during the course of installation at his own expense in acceptable condition by the COR.

3. PERSONNEL

- a. The Contractor shall provide sufficient personnel possessing the skills and knowledge to perform the work required of this project.
- b. Immediately on commencement of work, the Contractor shall assign on site a knowledgeable English speaking project supervisor who shall be responsible for the overall management and coordination of this contract, receive instructions from the COR, resolve problems and with authority to act for the Contractor.

4. QUALITY CONTROL

- a. All work shall be done in favorable weather conditions or the work shall be suitably protected from the weather.
- b. All damages inflicted on the existing surrounding structures and property resulting from the performance of this project must be repaired or restored to its original condition at the Contractor's expense.
- c. Liquidated damages of Php 4,537.03 shall be assessed for each day the work remains incomplete beyond the work deadline.
- d. The contractor shall guarantee workmanship for one (1) year determined from the date of final acceptance.

5. WORKING HOURS – refer to Section E, Working Hours.

6. PROHIBITIONS

- a. Smoking is strictly prohibited at the work site. A smoking area will be assigned.
- b. Contractor's personnel are to use only proper toilet facilities. Urinating on walls, plants, trees, grass and other areas is strictly prohibited. Violator shall be permanently removed from the compound.

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7. SECURITY

- a. Contractor's personnel must stay within the working site and not wander around the adjacent areas not covered under this scope of work.
- b. Contractor's workers are prohibited to stay inside the work area after each day's work.

8. GOVERNMENT-FURNISHED MATERIALS, PROPERTY AND SERVICES

- a. Electric power and water required for this project shall be supplied. The Contractor is responsible for all connections and extensions to the work area.
- b. The project shall be monitored and inspected by the COR and/or his assigned project inspector upon whose approval the work will be accepted.
- c. The COR shall designate the area where the contractor can build a temporary storage and lockers space which shall be kept clean, orderly and secure at all times. Contractor's personnel are not allowed to roam around the premises during work hours or stay after each day's work.

9. CONTRACTOR-FURNISHED MATERIALS / ITEMS

- a. MATERIALS
 - i. The contractor shall provide all labor, and materials/supplies to perform the services required in this contract.
 - ii. The contractor shall put up temporary barriers or yellow caution tapes to keep away people from work site.
 - iii. The Contractor shall submit sample board of all materials for approval of the COR. Materials and equipment incorporated in the work shall match the approved samples.
- b. EQUIPMENT & TOOLS
 - i. The Contractor shall furnish all tools and special equipment to perform the work.
 - ii. All temporary connections to existing utility lines will be made by the Contractor. The Contractor shall enforce strict utilities conservation practices.

10. SPECIFIC TASKS

- a. *Fabrication of the new AHUs shall be done at the Contractor's shop.*
- b. *For the completion period, refer to Section E, 52.211-10 Commencement, Prosecution, and Completion of Work.*

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