

Cover Letter for SMG10015Q0008

U.S. Embassy Ulaanbaatar

Date: June 25, 2015

To: Prospective Quoters

Subject: Request for Quotations number SMG10015Q0008 for AHU installation services

Enclosed is a Request for Quotations (RFQ) for **Air Handler Unit rehabilitation services at the US embassy Ulaanbaatar**. If you would like to submit a quotation, follow the instructions 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 1449 that follows this letter.

The U.S. Government intends to award a purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a 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.

In compliance with procurement regulations, a pre-solicitation advertisement ran on the US Embassy website from May 6- May 21, 2015. Based on the US Government's Independent Cost Estimate, prospective vendors are required to be registered and in good standing with the System of Award Management (SAM.gov) in order to be considered. The government estimates that the total value of the contract is less than \$202,000 and as a result is not covered under the World Trade Organization Government Procurement Agreement.

Quotations are due by July 09, 2015, 1700 Ulaanbaatar time.

Direct any questions regarding the solicitation to Thomas Czerwinski by email at Ulaanbaatar-Procurement@state.gov or by telephone at 7007-6169 during regular business hours.

Sincerely,

Contracting Officer
Thomas Czerwinski

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SECTION 1 - THE SCHEDULE

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR4426026		PAGE 1 OF 1 of #2	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SMG10015Q0008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Thomas Czerwinski, Contracting Officer				b. TELEPHONE NUMBER(No collect calls) 7007-6169	
9. ISSUED BY US Embassy Ulaanbaatar Denver Street #3 11 th Micro District Ulaanbaatar 14190 Mongolia		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
X SEE SCHEDULE						14. METHOD OF SOLICITATION X RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO US Embassy Ulaanbaatar Denver Street #3 11th Micro District Ulaanbaatar 14190 Mongolia		CODE		16. ADMINISTERED BY Thomas Czerwinski, Contracting Officer			
17a. Contractor/Offeror		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY US Embassy Ulaanbaatar Financial Management Office Denver Street #3 11 th Micro District	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See continuation page for line item details. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	

X 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 1 COPY 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)
Thomas Czerwinski

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

Computer Generated

STANDARD FORM 1449 (REV.02/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Air Handler Unit rehabilitation installation	1	Lot		
0002	VAT - 10% (companies required to pay VAT in Mongolia only)	1	Lot		

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

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

CONTINUATION TO SF-1449
RFQ NUMBER SMG10015Q0008
PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price purchase order is to for **Air Handler Unit Rehabilitation installation services** in accordance with Attachment A – Statement of Work.
- B. The contract will be for one-time period from the date of the contract award. The start date of the contract will be mutually agreed upon by the contractor and the Facility Manager following contract award The Embassy intends (but is not required to) issue a notice to proceed by August 1, 2015. The Contractor must complete all phases of work specified in the DESCRIPTION/SPECIFICATIONS/WORK STATEMENT within 125 days after the Contracting Officer releases the first notice.
- C. The contractor will not be furnished with any Government Furnished Property (GFP).
- D. The US Embassy will provide assistance with customs clearance of materials as outlined in Attachment A, Statement of Work. The US Embassy will not provide any other support services, including but not limited to travel, airline reservations, hotel reservations, ground transportation, visa services, etc.

II. PRICING

Pricing should be in US Dollars.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Price</u>	<u>Total</u>
0001	<i>Air Handler Unit Installation</i>	1	All		
0002	<i>VAT (companies required to pay VAT in Mongolia only)</i>	1	All		

III. VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices for all companies required to pay VAT in Mongolia. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period.

CONTINUATION TO SF-1449,
RFQ NUMBER *SMG10015Q0008*
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

See Attachment A – Statement of Work.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2014), 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 (OCT 2014)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(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:

X (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.)

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

X (5) [Reserved].

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

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

X (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (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).

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- ___ (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).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (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) 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.)
- ___ (34)(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.)
- ___ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O. 13423 and 13514).
 - ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
 - ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O. 13423 and 13514).
 - ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ___ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (41)(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.
- ___ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (43) 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).
- ___ (44) 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).
- ___ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (53)(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) [RESERVED]

(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) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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

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

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

(viii) 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.

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

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 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).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to

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Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiii) [52.222-54](#), Employment Eligibility Verification (Aug 2013).

(xiv) [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](#)).

(xv) [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](#).

(xvi) [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)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

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

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.

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 2 copies 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:

January 1	New Year's Day
January 19	Martin Luther King's Birthday
February 16	Washington's Birthday
February 19	Lunar New Year
February 20	Lunar New Year
March 9	International Women's Day
May 25	Memorial Day
June 1	Mother and Child Day
July 3	Independence Day
July 13	Mongolian National Holiday
July 14	Mongolian National Holiday
July 15	Mongolian National Holiday
September 7	Labor Day
October 12	Columbus Day
November 4	Chinggis Khaan's Day
November 11	Veterans Day
November 26	Thanksgiving Day
December 25	Christmas Day
December 29	Mongolian National Independence 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.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden “compliance with the boycott”, and are therefore exempted from Section 8(a)’s prohibitions listed in paragraphs (a)(1) through (6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

(2) That is 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 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

1. Name of a Project Manager (or other liaison to the U.S. Embassy) who understands written and spoken English;
2. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
3. List of three clients demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Mongolia, the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - (a) Quality of services provided under the contract;
 - (b) Compliance with contract terms and conditions;
 - (c) Effectiveness of management;
 - (d) Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - (e) Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work
5. The offeror's strategic plan for **AHU installation** services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

SMG10015Q0008, Air Handler Unit Installation Services

- (b) Plan of ensuring quality of services including but not limited to contract administration and oversight
6. A copy of the Certificate of Insurance(s) or a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
 7. A list of the proposed contractor personnel to work on-site at the project, including name, trade, professional certifications/licenses, and security clearance.

A.3. Your company's DUNS number.

A.4. Completed Section 5 of this solicitation.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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 FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS (DEC 2012)

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

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE

SA-15, Room 1060
Washington, DC 20522-1510

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

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. VAT (if applicable) will be excluded from the price.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- 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.
- Contractors must be registered and in good standing with the System for Award Management at SAM.gov at the time their proposal is submitted.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this

offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it _____ (is, is not) a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it _____ (is, is not) a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ (is, is not) a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It _____ (is, is not) a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ (is, is not) a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It _____ (is/is not) an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ (is/is not) a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) RESERVED

(9) RESERVED

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It _____ (is/is not) a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) _____ (is/is not) a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It _____ (has/has not) participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ (has/has not) filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It _____ has developed and has on file, or has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to

provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) RESERVED

(g) RESERVED

(h) RESERVED

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*.

(1) *Listed end products*. – None

(2) RESERVED

(j) RESERVED

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror _____ (does/does not) certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) **Certain services** as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror _____ does/does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) RESERVED

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it _____ (has / does not have) an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: _____ Yes / No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(End of provision)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

RFQ SMG10015Q0008 – Air Handler Unit Rehabilitation
Attachment A. Statement of Work.

CONTENTS:

- 1.0 Introduction
- 2.0 Project Work Specifics
- 3.0 General Requirements
- 4.0 Contract Administration and Operations
- 5.0 Phase 1 – Detailed project planning
- 6.0 Phase 2 – Ordering, Shipping and delivery of Materials to the job site.
- 7.0 Phase 3 – Construction Services
- 8.0 Project Schedule
- 9.0 Security Clearances
- 10.0 Payments

1.0 INTRODUCTION

1.1 Overview:

The U.S. Department of State (DOS), Overseas Buildings Operations (OBO) requires the design Build services of a Cleared American Contractor with minimum secret level. The design build contractor shall provide in accordance with OBO 2014 standards and specifications the following:

- A. Provide new VFD's (Variable frequency drive) for each AHU with By-Pass components. Remove the exiting starter and Install the new VFD's upstream of the existing motor. Connect the new VFD to the existing electric motor. The existing motor starter to be removed is mounted physically on the exterior of AHU. Photos of the AHU are available on ProjNet. Instructions on gaining access to ProjNet are available in Attachment B.
- B. The size and capacity of each VFD's shall be compatible with existing electric motor located inside each AHU. Here after is the capacity and technical information of each electric motor. See YORK AHU shop drawings are available on ProjNet.
 - a. AHU-1; 2.0 HP/380Volts/50Hz., MCA=4.38Amps, MOCP=7.0Amps.
 - b. AHU-2; 3.0 HP/380Volts/50Hz., MCA=5.5 Amps, MOCP=9.0Amps.
 - c. AHU-3; 1.5 HP/380Volts/50Hz., MCA=4.0 Amps, MOCP=6.0Amps.
 - d. AHU-4; 2.0 HP/380Volts/50Hz., MCA=4.38 Amps, MOCP=7.0Amps.
 - e. AHU-5; 1.0 HP/380Volts/50Hz., MCA=2.8 Amps, MOCP=4.0Amps.
 - f. MAU-1; 1.0 HP/380Volts/50Hz., MCA=2.8 Amps, MOCP=4.0Amps.
- C. Provide pressure sensor for each AHU installed inside the supply duct of each AHU's. Each pressure sensor shall control the operation of each VFD's. The pressure sensor range shall be from 125 Pa. to 400 Pa. and shall be adjustable to be compatible with actual AHU's site conditions.
- D. Provide new space CO2 sensor for each AHU installed in the room/zone of each AHU's. Each space CO2 sensor shall control in conjunction with the pressure sensor the operation of each VFD's. The space CO2 sensor range shall be from 500 PPM to 1200 PPM and shall be adjustable to be compatible with actual AHU's site conditions. Exact location of each space CO2 sensor will be directed by the FM and OBO/DE/ME.
- E. Provide all required electrical cables, conduits and controls wires required for the installation of the new VFD's and the new sensors for each AHU in accordance with OBO standards and NEC requirements.
- F. Re-pipe the existing hot water heating circulator for each heating coil at each AHU's. Connect a branch from the return side of the heating coil and upstream of the two way valves to the suction side of the heating circulator.

- G. Provide new pulleys on all existing motors and existing supply fans to provide the actual CFM and airflow capacities based on actual air filters selection and installation. Air filters systems include, pre filters (2" Merv-8), 2nd stage filter (2" Merv-14), 3rd stage filter (12" HEPA filters) and final stage is 12" active carbon filter.
- H. Verify, clean, calibrate and program the existing humidity sensor and air flow sensor installation and wiring for each existing humidifier.
- I. Verify and modify the existing programming of the existing BAS system (Honeywell) to be compatible and in accordance with the sequence of operation shown on the BAS shop drawings. The existing BAS shop drawings are included in ProjNet. As an example, the following shall be verified and confirmed:
 - a. Programmable schedule for each AHUs operation that includes minimum and maximum capacities and air flow settings during occupied and unoccupied mode.
 - b. Interlock of the outside air damper with AHU's Fan operation. When the AHU's supply fan is off, the outside air damper shall close.
 - c. Interlock the existing air flow sensor and humidity sensor with existing humidifier operation. When the AHU's supply fan is off, the humidifier shall be turned off.
- J. Provide new BAS controls programming and sequence of operation to control each new VFD's thru each new pressure sensor and each new space CO2 sensors.
- K. The new pressure sensor (adjustable) shall control the new VFD to operate between 50% and 100% of each AHU capacity.
- L. After hours and during night set back, capacities for each AHU shall be reduced to 50% of its maximum capacity unless otherwise commanded by the space CO2 sensor.
- M. Provide testing, balancing and commissioning of all AHU's and ventilation systems after all hardware and BAS programming have been completed, installed and verified.
- N. Provide twenty (20) new 6 inches manual volume control dampers for round duct. The new volume control damper shall have a manual lever with positive locking device (wire/wing nut) to fix the lever in specific desired position without damaging the damper.

1.2 Background

The existing YORK AHU's units and HVAC systems were installed in 2013 and are facing significant operational challenges. AHU's status, and BAS programming/controls

issues are preventing the system from operating at the design conditions and are creating certain Indoor Air Quality problems. This project will mitigate these urgent deficiencies.

1.3 Phases

The total project shall be accomplished in two phases and shall be completed by end of December 2015.

Phase 1: Project detailed planning .

Phase 2: Ordering, Shipping and delivery of Materials to the job site (Ulaanbaatar).

Phase 3: Construction, execution, testing and commissioning.

2.0 PROJECT WORK SPECIFICS

Project Work Specifics for Ulaanbaatar IAQ and BAS programing: All AHU's are located at first and second floor mechanical equipment rooms.

The chancery building shall remain functional and operational at all times during the entire construction period. The design build contractor shall provide phasing plans, implement and execute the work schedule of the required repairs. We are not expecting any major shut down as part of this project. If any, major power systems shut down shall occur on weekends, after hours and on long extended holiday for a maximum of 24 hours each time. Shut downs shall have prior approval of the embassy "FM" and "RSO" and they shall be planned and coordinated one week prior to actual systems shut downs.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall provide design Build services as specified in the Paragraph 2 – Project Work Specifics. All design shall comply with 2012 OBO Design Standards.

3.2 The Post shall remain functional and operational at all times during the entire construction period. The Contractor shall provide phasing plans, implement and execute the work schedule.

3.3 At the Government's discretion after award, the Contractor shall make available a representative to meet with the COR to discuss the Project details and specifics of the problems.

3.4 Period of performance: Once Phase 1 has been approved the Contractor will be given notification to proceed with Phase 2. Once Phase 2 has been completed and materials have arrived at the job site, the Contractor will be given notification to proceed with Phase 3 and the contractor shall mobilize to start construction. The contractor shall not arrive at Post prior to this confirmation. Complete period of performance from first Limited Notice To Proceed (LNTP) including all phases, cleaning and departing from site

shall not exceed 120 calendar days.

- 3.5 This project includes unclassified work with “SBU” classification.
- 3.6 Classified Documents: Note that the Contractor shall NOT carry classified drawings to Post. Refer to specification 01105, paragraph 3.2.C. N.B., Diplomatic Security (DS) prohibits mailing of ANY drawings to Post.
- 3.7 Normal Embassy workweek is from Monday through Friday from 8:30 a.m. to 5:00 p.m.

4.0 CONTRACT ADMINISTRATION and OPERATIONS

- 4.1 The Contractor shall NOT conduct any work that is beyond this Statement of Work (SOW), shown on the drawings, or outlined in the specifications unless directed in writing by the Contracting Officer (CO). Any work done by the Contractor beyond this SOW, not shown on the drawings, or not outlined in the specifications without direction from the CO will be at the Contractor’s own risk and at no cost to the Government. Restoration, if required as determined by the Contracting Officer’s Representative (COR) shall also be at the Contractor’s expense.
- 4.2 The Contracting Officer shall provide a Notice to Proceed (NTP) to the Contractor for each individual requirement (Phase 1, Phase 2, and Phase 3). No work shall be initiated until the CO issues the NTP.
- 4.3 Neither the COR review, approval, or acceptance of, nor payment for the services required under this contract shall be construed as a waiver of any rights under this contract for any course of action against the Contractor arising out of the performance of this contract.
- 4.4 Decisions by the COR with respect to the incorporation of OBO’s design review comments and construction quality considered within this Statement of Work will be final. Review comments and construction issues recognized by the COR as requiring actions outside the existing Statement of Work will be separately documented, and require a contract modification.
- 4.5 The Embassy has the right to inspect and test all services called for by the contract, to the extent practical at all times and places during the term of the contract. The Post FM and/or the Maintenance Supervisor may oversee all Quality Control [QC] and quality assurance inspections and tests during construction to confirm the work is installed according to the Construction Documents.

4.10 RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, construction and other

services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, construction and other services. All drawings, specifications and other submittals will be in metric and in English language. Post will provide As-Built Drawings of existing work when available. These drawings shall be used in the development of new construction documents before construction begins and as-built drawings of new work shall be produced at the end of the project. Post cannot guarantee the accuracy of as-built drawings and it is the responsibilities of the Contractor to field verify all existing conditions. Discrepancies between the As-Built Drawings and actual conditions will be accounted for in the Contractors bid at no additional cost to the Government.

- B. The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the Construction Documents and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR and shall possess as minimum a secret clearance level.
- C. The project manager shall be responsible for the proposed changed orders, and any other pertinent information required to report the progress of performance.
- D. All documentation produced for this project will become the property of the Embassy at the completion of this project.
- F. Contractor-initiated changes are subject to COR approval. All Contractor-initiated changes must be separately documented and submitted. The Contractor must provide all information and materials necessary to satisfy the COR and OBO as to need, benefit, and/or comparability of a Contractor-initiated change.
- H. The Contractor shall verify that all materials, equipment, and systems provide operational dependability. Emphasis shall be placed on the compatibility of materials to maximize uniformity.
- I. The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- K. The Contractor shall be and remain liable to the Embassy in accordance with applicable US law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by US law.

5.0 PHASE 1: PROJECT DETAILED PLANNING

5.1 Following the contract award to the selected contractor:

A. The Contractor shall inspect and evaluate all available existing drawings and reports for the existing building. Relevant equipment specifications, photographs and measurements of the existing structures and conditions shall be collected to support Project.

Following the evaluation of existing documents, the contractor shall upload to Projnet, and shall submit list of materials, shop drawings of equipment to be ordered and shipped to the job site.

B. The report shall describe the general approach the Contractor recommends to best achieve the project objectives and shall be supported by sketches, photographs, catalog cut sheets, and the project schedule.

C. The Contractor shall respond to all review comments in writing in English. The Contractor shall provide written explanations where he/she does not agree with OBO's comment.

A. The design of mechanical, electrical, or other engineering features of the work shall be accomplished or reviewed and approved by the Contractor's engineers. They shall be registered to practice in the particular professional field involved in a state or possession of the United States, or in Puerto Rico.

5.2 Construction Documents Deliverables submitted to the Government shall include:

1. Catalog Cuts: Identify all materials and products to be used. The specific manufacturer and model number used as the basis of design shall be listed for each item. Include maintenance and warranty information.

6.0 Phase 2. Ordering, Shipping and delivery of Materials to the job site (Ulaanbaatar).

6.1 After Phase I documents have been reviewed and approved by OBO, the contractor shall order items as called for in statement of work. No equipment shall be ordered prior to receipt of OBO approval.

6.2 The contractor is responsible for delivery of all project materials to the US Embassy Ulaanbaatar. All deliveries must be approved by the COR before being dispatched for transportation.

6.3 The contractor may import materials into Mongolia consigned to the US Embassy, which allows the construction materials to be imported without paying import duties. In order to consign to the Embassy, the contractor must provide the following information for all shipments at least one week in advance of arrival in Ulaanbaatar:

1. Shipment bill of lading or airway bill

2. Commercial or non-commercial invoice
3. Name and contact information of local delivery agent
4. Before loading the contractor must provide a draft bill of lading and invoice to the COR to ensure markings and consignment instructions are accurate.

6.4 The contractor shall provide a list of all its personnel which will work on-site during Phase 3 to the COR. The COR will verify security clearances of all personnel. The COR must approve any additional personnel not included on this original list before those personnel may arrive on site.

6.5 Procurement and Shipping Deliverables: The Contractor shall provide 3 copies of the following to the COR:

- A. Shipping Bill of Materials (BOM): The BOM shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. The contractor shall, however, be ultimately responsible for any equipment and materials not listed in the BOM that are necessary for completion of the project.
- B. Shipping Invoice: The Contractor shall submit appropriate invoices for materials when shipped. Any costs pertaining to taxes such as "VAT", government regulations, or any other extraordinary items shall be identified.

7.0 PHASE 3: CONSTRUCTION SERVICES

- 7.1 The contractor shall be responsible for all required materials, equipment, and personnel to manage, administer, and supervise the project. All work shall be accomplished by personnel meeting the security requirements outlined in Subsection 9.0 below. The Embassy's Regional Security Officer must verify the security clearances of all personnel before they arrive on-site..
- 7.2 All materials and equipment incorporated into the project shall be brand new. The contractor shall transport and safeguard all materials and equipment required for construction.
- 7.3 The contractor shall have limited access to or admission into any rooms or buildings outside the areas designated for the project except with permission by post.
- 7.4 The contractor shall comply with the OBO construction security plan subject to approval by the RSO. The contractor will be permitted to use the area within the embassy grounds for operation of his construction equipment and temporary facilities.
- 7.5 The contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the contractor shall remove all temporary

facilities and leave the project site in a clean and orderly condition acceptable to post. Any repair of damage caused as a result of this project will be the responsibility of the contractor.

- 7.6 The contractor shall be responsible for connection of temporary utilities to existing utilities including power lines. All temporary connections shall be coordinated with the post.
- 7.7 All systems included in this contract shall be tested prior to occupancy. The contractor shall be responsible for the following construction inspections and tests:
All operational tests
Manufacturer's warranty inspection
- 7.8 The contractor shall provide manufacturer recommended stock equipment, parts or materials to the embassy for future maintenance and repair. A list containing manufacturer's part numbers, addresses, and telephone numbers shall also be provided.
- 7.9 Deliverables to Accompany Completion of Construction: The Contractor shall provide two copies of the following to the Embassy and two copies to the COR (except for the O&M manual):
- A. Manufacturer's Spare Parts List. The Contractor shall provide a list containing manufacturers' part numbers, addresses, and telephone numbers for future repair and maintenance.
 - B. Operation and Maintenance (O & M) Manuals in 3-ring binder. Provide two copies to Embassy only after approval by OBO.
 - C. As-Built-Drawings and "read" only CDs of as-built drawing AutoCAD files and PDF files to OBO and Embassy.
 - D. Manufacturers' Equipment Warranties and Identification of Warranty Items
 - E. One-year workmanship guarantee in writing covering all equipment, materials and labor in the event any workmanship or equipment items are found defective.
 - F. Testing and commissioning Reports.
 - 1. Installation Software Retention: All installation disks (DVDs or CDs) and licenses for the software installed on each OWS (BAS, Production and OS) shall be turned over to OBO and Post for use in rebuilding an OWS after a catastrophic failure. Provide 2 copies of each DVDs and CDs.
 - 2. BAS Backup Retention: Once each new BAS installation is complete, has been tested and Commissioned, a backup of the BAS programming and graphics shall be created. Two copies of the backup for each BAS shall be provided to Post and two copies of the backup for each BAS shall be provided to OBO Support.
- 7.10 Commissioning Services: All service systems shall be tested and commissioned per the specifications. The Contractor shall be responsible for construction inspections and tests, including Hydrostatic new piping pressure and leak tests; backflow preventer testing and

documentation; Manufacturer's Warranty Inspection, and testing of removed, replaced or new plumbing fixtures.

- 7.11 In addition to the manufacturer's equipment warranty, the contractor shall supply in writing to the embassy a minimum One year workmanship guarantee covering all equipment, materials and labor in the event any workmanship or equipment item are found defective.
- 7.12 Training requirement: The contractor shall provide 8 hours of (up to two, 4-hour sessions) operations and maintenance training on the system to post staff.
- 7.13 Contractor shall provide construction debris removal on a daily basis. Contractor shall provide a demo/construction schedule to be approved by the U.S. government prior to any work being performed.

8.0 PROJECT SCHEDULE

The Contractor shall commence work under this contract promptly upon NTP within the contract period specified.

8.1 Milestones:

PHASE 1: PROJECT DETAILED PLANNING

15 Calendar days

5 Calendar days after receipt of submittal

PHASE 2: Ordering, Shipping and delivery of Materials to the job site (Ulaanbaatar).

75 Calendar days

5 Calendar days after receipt of submittal

PHASE 3: Construction, execution, testing and commissioning.

35 Calendar days from end of Site Visit

5 calendar days after receipt of submittal

9.0 SECURITY CLEARANCES

- 9.1 All work in the CAA and space contiguous to CAA space, to include penetrations into CAA spaces, and work on the roof, shall be performed solely by cleared American workers with minimum Secret level security clearances. Work within ten (10) feet of an operational PCC shall also be performed by minimum Secret cleared American citizens. Work in non-CAA spaces not contiguous to CAA spaces may be performed by non-cleared labor who may be subject to Post escort requirements. Refer to Attachment titled "DoS Policy regarding Interim Contractor Clearances." The work to be performed under

this contract requires that the Contractor comply either with cable version of the Construction Security Plan or with OBO specification section 013550 (formerly 1141). Sections 015015 (formerly 1502) and 013555 (formerly 1651) also apply to this project.

10.0 PAYMENTS

See TOPR

END OF STATEMENT OF WORK

ATTACHMENT B – Instructions to Gain Access to ProjNet

ProjNet Account Request

Effective May 3, 2010, procedures for obtaining a ProjNet account was changed. New users are required to complete a mandatory distance learning course through the Foreign Service Institute (FSI). The distance learning course number is PA526 ProjNet, and is to be taken on the individual's computer. All required documents must be requested and sent back to OBO Document Control via documentcontrol@state.gov. Upon completion of the PA 526 Distant Learning Course, you must email a copy of the completion certificate to documentcontrol@state.gov for your initial account set-up.

Below are instructions for Government Employees U.S. Citizens, Government Employees, Non U.S. Citizens and Contractor – U.S. Citizens: All forms must be typed, signed and dated.

1. Government Employees – U.S. Citizens

Government Employees with a @state.gov email address can enroll electronically, through the FSI's distance learning link at <http://fsi.state.gov/admin/reg/default.asp?EventID=PA526>. Applicant will have 90 days from the receipt of the course log-on date to complete the course and examination. Upon completion of the on-line training, email the **completion certificate** and **Government ProjNet Request** form to Document Control for an initial account set-up.

2. Government Employees – Non- U.S. Citizens

Non-U.S. citizen government employees can enroll for the training the same as explained in paragraph one (1). Upon completion of the on-line training, email the completion certificate to Document Control accompanied with the completed **FSN ProjNet Request Form**. The request form must be signed by Regional Security Officer (RSO) at the overseas post. The RSO's name must be typed below the signature block.

3. Contractors – U.S. Citizens

Contractors must complete and submit below listed forms to document control via email.

- a) **Contractor ProjNet Request Form**
- b) **SF-182 Form**

How to complete SF-182 form

- Section A 1 through 13 (with **company name** in block 7) must be completed by the applicant
- Section D 1a through 1e must be completed by Security Officer or Immediate Supervisor. The remainder of section D, E and F is for OBO and FSI use only.

Once the completed forms (a, b) are received by Document Control, the request will be processed. Documents will be sent to FSI for scheduling the PA-526 distance learning course. FSI will forward the course link to the applicant via the email provided on the SF-182. Once the

course is completed, the completion certificate must be emailed to Document Control for the applicants initial account set-up.

4. Contractors – Non U.S. Citizens:

Non U.S. Citizens Contractors must complete and submit the below listed forms to document control via email. Complete the SF-182 per the instructions given in under number 3 for contractors.

- a) **Contractor ProjNet Request Form**
- b) **SF-182 Form**
- c) **Template-Spreadsheet for Non US Citizens**

Document Control will forward the request to Diplomatic Security. If there are no objections by DS, the applicant's paperwork will be sent to FSI for processing and scheduling of the PA 526 Distant Learning Course. Once the course is completed, the completion certificate must be emailed to documentcontrol@state.gov for the applicant's initial account set-up.

Please Note: When requesting access to post project, be sure to identify the Post, Project and folder(s) that the individual requires access to. Post, project and folder must be requested the way they are listed in Projnet. We do not give blanket access.

