

February 3, 2012

Prospective Offerors,

SUBJECT: Solicitation Number SPK330-12-Q-5622, Routine/Preventive Maintenance Services for Air Conditioning and Air handling System of ODRP at U.S. Embassy, Islamabad, Pakistan.

The Embassy of the United States of America invites you to submit a quotation for Routine/Preventive Maintenance Services for Air Conditioning and Air handling System of ODRP at U.S. Embassy, Islamabad, Pakistan.

The Embassy intends to conduct a site visit at US Embassy compound, Diplomatic Enclave, Ramna 5, Islamabad, Pakistan on **February 16, 2012** at 1000 hrs. Maximum two persons from one firm can participate in site visit. Interested offerors must provide with full name of participant/s (as written on NIC), NIC number and particulars of vehicle to be used like make, model, color and registration number on or before 12.00 noon on **February 13, 2012**. This information can be provided on e-mail address: ZainuddinA@state.gov & Khurshid2@State.gov

Submit your quotation in a sealed envelope marked "Quotation Enclosed (SPK-330-12-Q-5622) to the **Monica S. Ewing, GSO Procurement, American Embassy, Diplomatic Enclave, Ramna-5, Islamabad** on or before **1500 hrs on February 24, 2012 via courier**. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1 pricing;
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Direct any questions regarding this solicitation to **Monica S. Ewing** by letter or by telephone 92-51-2082286 during regular business hours.

Sincerely,

Monica S. Ewing
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
PR1613151

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2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER **SPK330-12-Q-5622** 6. SOLICITATION ISSUE DATE **February 03, 2012**

7. FOR SOLICITATION INFORMATION CALL  a. NAME **Monica S. Ewing** b. TELEPHONE NUMBER (No collect calls) **051-208-2286** 8. OFFER DUE DATE/ TIME **Feb 24, 2012/1500 hours**

9. ISSUED BY **Contracting Officer American Embassy Islamabad** CODE _____ 10. THIS ACQUISITION IS UNRESTRICTED SET ASIDE: % FOR SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS SMALL BUSINESS SERVICE-DISABLED VETERAN OWNED 8(A) NAICS: _____ SIZE STD: _____

11. DELIVERY FOR FOB _____ 12. DISCOUNT TERMS _____ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____ DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE

14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO: **U.S. Embassy Diplomatic Enclave, Ramna-5, Islamabad, Pakistan** Code _____ 16. Administered by: **Contracting Officer American Embassy Islamabad**

17.a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY **Financial Management Officer (FMO) American Embassy, Diplomatic Enclave, Ramna-5 Islamabad, Pakistan** TELEPHONE NO: _____ FAX NO.: _____

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 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Maintenance Services for Air Conditioning & Air handling system	12	Month		
2	Base Year Price	12	"		
3	First Option year price	12	"		
	Second Option year Price				
	(Details are in section 1 (Pricing) Pages 4 - 5)				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				
				TOTAL Rs:	

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 02 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or Print) 31c. DATE SIGNED
Monica S. Ewing

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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			42a. RECEIVED BY (PRINT)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			42b. RECEIVED AT (Location)
						42c. DATE REC'D (YY/MM/DD)

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SECTION 1 - THE SCHEDULE

CONTINUATION/ADDENDUM TO SF-1449, RFQ Number SPK330-12-Q-5622 PRICES, BLOCK 23

1.0 DESCRIPTION

The American Embassy Islamabad, Pakistan requires routine/preventive maintenance services for Air Conditioning & Air handling system of ODRP at U.S. Embassy, Islamabad, Pakistan to maintain air conditioning and air handling system installed at Embassy in safe, reliable and efficient operating condition. The contract type is a firm fixed price contract for routine/preventive maintenance services paid at the monthly rate below. These rates include all costs associated with providing requires routine/preventive maintenance services of Air Conditioning & Air handling system in accordance with manufacturer's warranty including, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The contract will be for a one-year period, with two one-year optional periods of performance.

2.0 PRICING

2.1 BASE YEAR PRICES (MARCH 1, 2012 TO FEBRUARY 29, 2013)

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

<u>Line Item</u>	<u>Monthly Price</u> <u>Pak Rupees</u>	<u>Measuring Unit</u> <u>Month</u>	<u>Annual Price</u> <u>Pak Rupees</u>
01. Routine/Preventive maintenance Of Air Conditioning & Air Handling system (As per attached SOW)	_____	x 12 =	_____

2.2 FIRST OPTION YEAR PRICES (MARCH 1, 2013 TO FEBRUARY 29, 2014)

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

<u>Line Item</u>	<u>Monthly Price</u> <u>Pak Rupees</u>	<u>Measuring Unit</u> <u>Month</u>	<u>Annual Price</u> <u>Pak Rupees</u>
01. Routine/Preventive maintenance Of Air Conditioning & Air Handling system (As per attached SOW)	_____	x 12 =	_____

2.3 SECOND OPTION YEAR PRICES (MARCH 1, 2013 TO FEBRUARY 29, 2014)

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

<u>Line Item</u>	<u>Monthly Price</u> <u>Pak Rupees</u>	<u>Measuring Unit</u> <u>Month</u>	<u>Annual Price</u> <u>Pak Rupees</u>
01. Routine/Preventive maintenance Of Air Conditioning & Air Handling system (As per attached SOW)	_____	x 12 =	_____

2.4 GRAND TOTAL PRICE GRAND TOTAL

Base Year Total: _____

First Option Year Total: _____

Second Option Year Total: _____

GRAND TOTAL FOR BASE + OPTION YEARS: _____

3.0 NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

Continuation/Addendum to SF-1449
RFQ Number SPK330-12-Q-5622
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATION/WORK STATEMENT

1.0 SCOPE OF WORK

The American Embassy Islamabad requires the Contractor to maintain the preventive maintenance services for Air Conditioning & Air handling system of ODRP at US embassy Islamabad identified in Attachment 1 (Statement of Work) in this section in safe, reliable and efficient operating condition. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, and as well as all necessary transportation, equipment, tools, repair parts & supplies required to perform inspection, maintenance, repair, and component replacement as required to maintain the substations in accordance with the manufacturer's specification from an authorized dealer. Under this contract the Contractor shall provide:

- The services of a trained Electrical Engineers/Technicians to perform preventive maintenance on a basis to check and repair equipment operation and perform scheduled;
- Monthly, quarterly, semi-annual and annual preventive maintenance, emergency response service;
- Appropriate, same day, service in response to an air Conditioning & air handling system malfunction trouble call; and
- After-hours emergency minor adjustment callback service

The Embassy agrees to purchase or maintain at its own cost, all necessary spares and replacement parts. These parts and /or replacements are to be made freely available to the vendor when in judgment they are required. Performance and responsibilities under this contract are associated with the availability of such materials, notwithstanding that vendor will provide that spare parts from his stock if available with them, which will be charged at additional cost. It is agreed that the vendor will not assume possession or management of any part of the equipment but he can take the equipment to his workshop for extensive repair, if required with the approval of COR.

2.0 HOURS OF PERFORMANCE

The Contractor shall schedule all routine maintenance and repair work during normal business hours which are defined as 8:00 to 16:30 Monday to Friday, excluding local and bank holidays, unless approved in advance by the Contracting Officer's Representative (COR).

3.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

- 3.1 General. The Contractor shall designate a representative who shall supervise the Contractor's substations mechanics and be the Contractor's liaison with the US embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the

- ODRP system, lobbies and machine rooms, with security escorts, only with specific permission by either the Contracting Officer or the COR.
- 3.2 Personnel security. The Government reserves the right to deny access to U.S. -owned and U.S. operated facilities to any individual. The Contractor shall provide the names and biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization. The Government shall issue identity cards to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property or while on duty at private residences serviced under this contract. These identity cards are the property of the Government. The Contractor shall return all identify cards when the contract is completed, when a Contractor's employee leaves this contract, or at the request of the Government.
- 3.3 Standards of conduct
- 3.3.1 General. The Contractor shall maintain satisfactory standards of employee competency conduct cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- 3.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR)/ The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.
- 3.3.3 Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 3.3.4 The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- 3.3.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.
- 3.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law I certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.
- 3.3.7 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, or other areas, for the purposes of this contract, Keys shall not be duplicated without the COR's approval. Where the Government determines that the Contractor or its

agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

4.0 WORK REQUIREMENTS

4.1 General. The Contractor shall provide full service to meet routine preventive maintenance requirements. The Contractor shall maintain air conditioning & air handling system so that the power system are in a safe and efficient operating condition at all times. In the event of a break down, the Contractor shall make every effort to immediately return the air conditioning and air handling system to an operating condition.

4.2 Summary of Services

4.2.1 The contractor-shall provide all labor, generic expendable service materials, and tools, except as otherwise stated herein to fulfill the requirements of the contract. The contractor shall provide monthly, quarterly, semi-annual and annual preventative maintenance for Air Conditioning and Air Handling system of ODRP. The monthly visits shall be scheduled for regularly timed intervals, preferably during the same week of each month. Approved preventative maintenance checklist will be provided to the contractor that shall be fully completed during each monthly visit.

4.2.2 Reporting of equipment abnormalities - All equipment operational abnormalities and defective components noted by the contractor shall be immediately reported verbally to the government monitoring technical representative. In addition, all deficiencies-shall be noted in writing by the contractor and submitted to the government representative upon completion of the inspection or service visit.

4.2.3 The equipment covered under this contract is as follows:

DESCRIPTION AND LOCATION OF EQUIPMENT:

No	Description	Room	QTY
1	Daiken Unit	112	1
2	Daiken Unit	106	1
3	Air Handling Unit AH11	129	1
4	Air Handling Unit AH11	129	1
5	Daiken Unit	103	1
6	Daiken Unit	102	1
8	Daiken Unit Duct provided	109	1
9	Daiken Unit	110	1
10	Daiken Unit	115	1

11	Daiken Unit	101	1
12	Daiken AH-3 feeds rooms 122 & 123	121	1
13	Greenheck Exhaust air system	121	1
14	Daiken AH-1 feeds rooms 125,126,127	125	1
15	Daiken Unit	104	1
16	Air Handling Unit AH-2	121	1
17	Daiken Unit	100	1
18	Air handling Unit AH-4	121	1
19	Air Handling Unit AH-7	121	1
20	Air Handling Unit AH-6	121	1
21	Daiken Unit	117	1
22	Daiken Unit	116	1
23	Fresh Air Suply System 20 Ton	128	1
24	Air Handling Unit AH-8	121	1
25	Air Handling Unit AH-18, 20Ton	120	1
26	Air Handling Unit AH-17, 20Ton	120	1
27	Air Conditioning Unit	ODRP Gen	2
28	Exhaust Fan	ODRP Gen	2
29	Fresh Air Supply Fan	ODRP Gen	4

5.0 SCHEDULED ROUTINE MAINTENANCE

5.1 General

5.1.1 The objective of scheduled routine maintenance is to eliminate or minimized substations malfunction, breakdown and deterioration. Contract maintenance of the Air Conditioning & Air handling system must assure continuous, safe, and satisfactory operation of system, their parts and components. The Contractor shall schedule routine maintenance to include all tasks herein described, in addition to routine adjustments.

5.1.2 Reserved

5.1.3 The Contractor shall inventory, supply, repair and replace all parts that have become unsafe due to wear and tear. The Contractor shall use genuine manufacturer's parts or approved or equal (to be approved by COR) for all replacements. The Contractor shall maintain an easily accessible supply of spare parts sufficient for normal maintenance and expedient emergency repairs.

5.2 Checklist Approval

The Contractor shall submit to the COR a schedule and description of the scheduled routine maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format. The Contracting Officer or COR must approve the proposed "Scheduled Routine Maintenance Task Checklist" prior to contract work commencement.

5.3 Minimum Requirements

- **The Contractor shall provide a trained Electrical Engineer/Technicians to inspect and service Air Conditioning & Air handling system a minimum of every month of the year.** The Electrical Engineer/Technicians shall sign off on every item of the checklist & shall leave a copy of this signed checklist with the COR or the COR's designate following that monthly, quarterly, semi-annual or annual routine maintenance visit.

6.0 TROUBLE CALL RESPONSE SERVICE

6.1 General. The Contractor shall provide "round-the-clock" service coverage for Air Conditioning & Air handling system trouble calls as described below and which are not excluded by paragraph 8.0 below.

6.2 Emergency Response Service

The Contractor shall provide, at no extra cost, a 24 hours/day, 7 days/week, 52 weeks/year coverage for emergency trouble calls. A trained technician shall be "on call" shall be on site within two to four hour time period of the placement of an emergency trouble call by the Contracting Officer or COR.

6.3 Non-Emergency Response Service

The Contractor shall provide, at no extra cost, a non-emergency response service. A trained Electrical Engineer/Technicians will be on site, within one working day, to trouble shoot and repair an air conditioning and air handling system's malfunction.

6.4 Callback Service

When an air conditioning and air handling system which was previously worked on by the Contractor's Electrical Engineer/Technicians, has a repeat malfunction within a 24-hour period, the Contractor shall be obligated to provide, at no extra cost, a return visit by a trained Electrical Engineer/Technicians to correct the problem, even if the problem is minor in nature. The Electrical Engineer/Technicians shall respond to this callback within a three-hour time period regardless of what time the Contracting Officer or COR made the callback complaint, including the "after hours" time periods.

7.0 PERSONNEL, TOOLS, REPAIR PARTS, MATERIALS AND SUPPLIES

The Contractor shall provide trained Electrical Engineer/Technicians with the appropriate tools and testing equipment for scheduled maintenance, unscheduled repairs, emergency repairs/assistance, safety inspection, and safety testing as required by this contract. The

Contractor shall provide all of the necessary repair parts, materials and supplies to maintain, service, inspect and test the Air conditioning & air handling system as required by this contract.

8.0 EXCLUSIONS

Major Repairs: Any individual unit of incident of repair with a total estimated cost (Labor and direct material costs) exceeding \$3,000.00 which is not covered under routine maintenance, is not covered by this contract. The Government reserves the right to determine how these repairs are to be handled. Such repairs will normally be accomplished by separate purchase order or contract. This exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

9.0 INSURANCE REQUIREMENTS

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

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

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

General Liability

1. Bodily Injury on or off the site stated in Pak Rupees:

Per Occurrence **Pak Rs. 50,000.00**
Cumulative **Pak Rs. 250,000.00**

2. Property Damage on or off the site in Pak Rupees:

Per Occurrence **Pak Rs. 50,000.00**
Cumulative **Pak Rs. 250,000.00**

9.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required by the laws of either the country in which the employees are working or the employee's native country, whichever offers greater benefits, following FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas".

10.0 Permits.

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

11.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the contract shall be payable by the Contractor without Government reimbursement.

12.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

Reserved.

13.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

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

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all maintenance of Air conditioning system services set forth in the performance work statement (PWS)	1 thru 11	All required services are performed and no more than one (1) customer complaint is received per month

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

13.3 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the

inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

13.4. Procedures.

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

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

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

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

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

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

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

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

ATTACHMENT 1

STATEMENT OF WORK

for

Air conditioning & Air handling System of ODRP at US Embassy Islamabad

I. SCOPE OF WORK

The United States Embassy in (Islamabad) requires professional services to perform monthly, quarterly, semi-annual and annual preventive maintenance service on Air conditioning & Air handling System of ODRP at Embassy Islamabad. **This is a base year, plus two-option year contract term.**

II. PROJECT REQUIREMENTS:

No	Description	Room	QTY
1	Daiken Unit	112	1
2	Daiken Unit	106	1
3	Air Handling Unit AH11	129	1
4	Air Handling Unit AH11	129	1
5	Daiken Unit	103	1
6	Daiken Unit	102	1
8	Daiken Unit Duct provided	109	1
9	Daiken Unit	110	1
10	Daiken Unit	115	1
11	Daiken Unit	101	1
12	Daiken AH-3 feeds rooms 122 & 123	121	1
13	Greenheck Exhaust air system	121	1
14	Daiken AH-1 feeds rooms 125,126,127	125	1
15	Daiken Unit	104	1
16	Air Handling Unit AH-2	121	1
17	Daiken Unit	100	1
18	Air handling Unit AH-4	121	1
19	Air Handling Unit AH-7	121	1
20	Air Handling Unit AH-6	121	1
21	Daiken Unit	117	1
22	Daiken Unit	116	1
23	Fresh Air Suply System 20 Ton	128	1
24	Air Handling Unit AH-8	121	1
25	Air Handling Unit AH-18, 20Ton	120	1

26	Air Handling Unit AH-17, 20Ton	120	1
27	Air Conditioning Unit	ODRP Gen	2
28	Exhaust Fan	ODRP Gen	2
29	Fresh Air Supply Fan	ODRP Gen	4

More detail about the system shall be provided to the contractor at site if required.

III. GENERAL REQUIREMENTS:

All proposals will be evaluated based on Technically Acceptable. Technical acceptance will be based on vendor credentials and work plan. Contractors must submit with their proposals any copies of applicable training certificates or a letter from that bidding company supporting the ability of their engineer & technicians(s). This letter must be on company letterhead and signed by a company executive. Do not send a copy of an individual's resume.

Contractor shall provide all supervision, labor, tools, equipment and materials to perform preventive maintenance on **Air conditioning & Air handling System of ODRP**. All personnel working in the vicinity shall wear and /or use Personal Protective Equipment (PPE) in performance of this work statement. Any questions or injuries **shall** be brought to the attention of the Post Occupation Safety and Health Officer (POSHO). Copies will be provided to the COR for approval.

This service contract is for planned maintenance only. If any discrepancies are found with the Air conditioning & Air handling System of ODRP that are not covered under this scope of work then the contractor must provide the following:

1. A detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity and part # for any repair material required.
3. Upon the arrival of spare part, contractor is responsible to replace at their earliest.

IV. Preventive Maintenance of Air conditioning & Air handling System of ODRP:

The awarded contractor shall provide all supervision, labor, tools, and equipment to perform the Monthly, Quarterly, Semi-Annual and Annual preventive maintenance requirements. All personnel working in the vicinity shall be qualified to perform all scope requirements; Equipment manufacture calibration and start-up procedures.

At a minimum, the following work must be done:

Preventive Maintenance of Air conditioners/Air handling Units of ODRP

Indoor Unit Maintenance

Part	Maintenance checking step	Time/month
Air Filter	1- Open the grill	1
	2- Take out the air filter	
	3- Use brush to clean the air filter under 40C water	
Front Panel	1- Get rid off dust & dirt by using cloth & detergent, clean the panel	1
Drain pan & hose	1- To check the drain pan and hose are clean or not. If it is dirty clean it	3
	2- To check there is no barrier for the condensing water flow out	
Evaporator	1- To clean the dirt of fins	1
	2- To clean any barrier of indoor air flow	
Electrical Part	1- To check the running Ampere & voltage are normal or not	12
	2- To check the electrical connections are fixed or loose	
	3-Check & repair or replace Magnetic contactor if needed	
Blower	4-Check, adjust & replace belts if necessary	3

Outdoor Unit Maintenance

Part	Maintenance checking step	Time/month
Outdoor fan	1- To check the noise level	1
Outdoor Condenser	1- To clean the dirt of fins	1
	2- To remove any barrier which inhibit the air flow	
Compressor	1- To check the compressor running noise level and vibration	1
	2-Check Freon level	
Electrical Part	1- To check the running ampere & voltage are normal or not	1
	2- To check the electrical connections are fixed or loose	
	3-To check the controller in normal working condition	
	4-Check & repair or replace Magnetic contactor if needed	

General Maintenance Points for ODRP Equipment (Quarterly).

1. Terminal tightening.
2. Complete Inspection of panels for any abnormality.
3. Temperature check.

4. Sealing of unnecessary openings to prevent entry of foreign objects.
5. Functionality check/settings of installed safeties where applicable.
6. Checking of operating temperature.
7. Check for corroded and loose connections.
8. Check for discolored copper and discolored insulation.
9. Check cooling system of panels & machines.
10. Use vacuum cleaner to remove as much dirt as possible.
11. To check the running Ampere & Voltage for normal condition.
12. To check the controllers for normal working condition.
13. Check, repair or replace Magnetic contactors upon requirement.
14. Check, replace & report all electrical/mechanical components for any abnormality.
15. Inspect, replace, repair & report any abnormality of parts.
16. Inspect, replace & grease bearings of all rotating parts.
17. Check cables for damage with sharp edges & fix the problem.
18. Check, clean or replace filters upon requirement.
19. Check & perform fan/pulley balancing on Supply air fans & Exhaust fans for air handling system.

V. POINTS OF CONTACT:

1. Embassy Facility Manager: Muhammad Irfan-Facility Engineer
2. Point of Contact for Site access: Hafiz Ahmad Bakhsh-Electrical Engineer

VI. OPERATIONAL REQUIREMENTS:

1. Upon award, the contractor must submit to the Contracting Officer's Representative (COR) for review and approval a work schedule stating projected site visit dates, and maintenance sheets/checklist that will be used for performing maintenance service.
2. During the performance of this work the COR must be immediately made aware of any condition discovered that could result in equipment failure.
3. After completion of each site visit the test and inspection report documents shall be submitted to the COR within three days of the site visit.

VII. HOURS OF PERFORMANCE

The Contractor shall schedule all routine maintenance and repair work during normal business hours which are defined as 8:00 to 16:30 Monday to Friday, excluding local and bank holidays, unless approved in advance by the Contracting Officer's Representative (COR).

VIII. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

1. General. The Contractor shall designate a representative who shall supervise the Contractor's Preventive Maintenance technicians and be the Contractor's liaison with the US embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the ODRP system, lobbies and machine rooms only, with security escorts.

2. Personnel security. The Government reserves the right to deny access to U.S. -owned and U.S. operated facilities to any individual. The Contractor shall provide the names and biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization. The Government shall issue identity cards to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property or while on duty at private residences serviced under this contract. These identity cards are the property of the Government. The Contractor shall return all identify cards when the contract is completed, when a Contractor's employee leaves this contract, or at the request of the Government.

END OF STATEMENT OF WORK

SECTION 2 - CONTRACT CLAUSES

52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-4

None

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2011)

(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) (Pub. L. 108-77, 108-78).

(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:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to

contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

__ (7) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

__ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (9) [Reserved]

__ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-6.

__ (iii) Alternate II (Mar 2004) of 52.219-6.

__ (11)(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.

__ (12) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)).

__ (13)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2010) (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 (Jul 2010) of 52.219-9.

__ (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

__ (15) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (18) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

__ (20) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

__ (21) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (22) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

__ (23) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__ (24) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

- ___ (25) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- ___ (26) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ___ (27) 52.222-37, Employment Reports on Veterans, (Sep 2010) (38 U.S.C. 4212).
- ___ (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (29) 52.222-54, Employment Eligibility Verification (JAN 2009). (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.)
- ___ (30)(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.)
- ___ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (33) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).
- ___ (34) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (35)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (37) 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).
- ___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (41) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (42) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (43) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (44) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (45) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (46)(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.

___ (47) 52.249-4, Termination for Convenience of the Government (Services) (Short Form), (Apr 1984)

___ (48) 52.249-8, Default (Fixed-Price Supply and Service), (Apr 1984)

(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) [RESERVED]

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 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)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use <http://www.arnet.gov/far/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version And Translation Of Contract (FEB 2000)
52.228-4	Workers' Compensation And War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work On A Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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

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

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

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

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

Funds are not presently available for performance under this contract beyond September 30. 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, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

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 and **one (1)** copy 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).

**Financial Management Officer (FMO)
U.S. Embassy, Diplomatic Enclave, Ramna- 5
Islamabad, Pakistan**

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

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

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Eid-ul-Azha (Pakistan) 2 days
9th & 10th Muharram (Pakistani) 2 days
Pakistan Day (Pakistani)
Eid I Milad un Nabi (Pakistani)
Labor Day (Pakistani)
Independence Day (Pakistani)
Eid ul Fitr (Pakistani) 2 days

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.

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 Engineer, U.S. Embassy, Islamabad.**

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008), 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:

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.
2. Information demonstrating the quoter's ability to perform, including:
 - (a) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - (b) Evidence that the quoter operates an established business with a permanent address and telephone listing;
 - (c) List of clients, demonstrating prior experience with relevant past performance information and references;
 - (d) Evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
 - (e) Evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
 - (f) List of spare parts and suppliers of spare parts for air conditioning & air handling system and proposals shall include a description of the firm's ability to obtain replacement parts and ability to perform specialized tests/diagnostic/programming equipment for servicing air conditioning & air handling system.
3. If required by the solicitation, the quoter shall provide either:
 - (a) a copy of the Certificate of Insurance, or
 - (b) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.
4. All proposals will be evaluated based on Technically Acceptable. Technical acceptance will be based on vendor credentials and work plan. Contractors must submit with their proposals any copies of applicable training certificates or a letter from that bidding company supporting the ability of their engineer & technicians(s). This letter must be on company letterhead and signed by a company executive. Do not send a copy of an individual's resume.

**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://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

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

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Contractor Identification Number -- Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

The site visit will be held on **February 16, 2012 at 1000 hours at U.S. Embassy, Diplomatic Enclave, Ramna-5, Islamabad**. Prospective offerors/quoters should contact at the following E-mail **on or before 12.00 noon on February 13, 2012** for processing of Access to the Embassy Compound. Maximum two persons from one firm are allowed to attend the site visit.

E-mail: ZainuddinA@state.gov & Khurshid2@state.gov .

Detail required for access as per given below:

1. Name of personnel with CNIC No.
2. Detail of vehicle to be used with Make, Model, Color and Vehicle No.

The following DOSAR provisions 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,

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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) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

- (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, **Management Officer, American Embassy, Islamabad, Pakistan at 92-51-208-2000 or Fax at 92-51-227-6427**. 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) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

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, if any.

The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.

The Government will determine quoter responsibility by analyzing whether the apparent successful quoter 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
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

The following FAR provisions 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).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JAN 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“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.

“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).”

“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.

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

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

- (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 Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA 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 (m) 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 on ORCA.]

(c) – (d) Reserved

(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) – (g) Reserved

(h) Reserved

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification.

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States

(k) Reserved

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(C)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror 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 of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does 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.

(End of provision)