Statement of Work for
CMR Central Aircon Upgrade

November 05, 2014

1.0 INTRODUCTION

1.1 The U.S. Embassy in Dili, Timor-Leste requires the services of an experienced HVAC contractor to perform air conditioning works inside the U.S. Ambassador's residence at the embassy compound.

1.1.1 The project is to replace the existing multi-split air conditioning system ["Mitsubishi" City Multi R407C] with a different brand that have the same cooling capacity or higher. The new system shall be a multi-split type air conditioning system that enables individual climate control of air conditioning zones using R410A refrigerant. In addition, the coils of the outdoor units shall have protective coatings against corrosion.

For reference, the existing system has the following "Mitsubishi" parts:

WEST SIDE:

- BC controllers – 01 unit, Model# CMB-P 108V-FA
- Outdoor unit – 01 unit, Model # PURY-P500YEM-A
- Indoor Units – 06 units total [Model # PLFY-P63VAE-M, 04 units + Model PLFY- P100VAM-A, 01 unit + Model PLFY-P80VAM-01 unit] each unit have a wall-mounted sensor and individual remote controller

EAST SIDE:

- BC controllers – 01 unit, Model# CMB-P 1010V-FA
- Outdoor unit – 01 unit, Model # PURY-P500YEM-A
- Indoor Units – 06 units total [Model # PLFY-P125VAM-A, 03 units + Model PLFY-P80VAM-A, 01 unit + Model PLFY-P32VAM-E-02 units] each unit have a wall-mounted sensor and individual remote controller

1.1.2 Work to include the supply and installation of a wall-mounted central control panel, a wall-mounted sensor and remote controlled for each indoor unit. All necessary pipe work, electrical and civil works to complete the project shall be considered in the cost proposal. Storage and installation of all materials shall be accordance with the manufacturer's recommendation.

1.1.3 Contractor shall provide manufacturer recommended spare parts. A one year workmanship warranty including labor and parts shall be provided by the contractor after the final acceptance by the Government.

1.1.4 Any damages occurred during the execution of this Contract shall be restored by the Contractor to its original conditions at its own cost.

1.1.5 Contractor shall provide their own supervision, technician, labors, equipment, materials and tools.

1.1.6 Embassy can provide clean domestic water water and electrical power for this work:
230 Volts/1 phase/50 Hz, Contractor must provide all equipment and materials.

1.1.7 Contractor must follow all working safety regulations and provide their personnel with appropriate safety equipment like gloves, security shoes, ocular protection, earring protection, falling protection etc. A site meeting will be held to discuss safety issues prior to work commencing.

1.1.8 Working days: Monday to Friday, 8 AM to 5 PM. Contractor shall notify the COR one day in if there's a need to work the weekends.

1.1.9 Upon completion of work, the whole area shall be returned to clean condition with no dust or garbage in evidence.

1.1.10 All retouching works should be included and the area should be kept clean during and at the end of each working days.

1.1.11 All damaged areas during the working process should be restored to its original conditions.

1.1.12 Contractor is responsible to remove and dispose all exceeding material and all garbage and debris product of this work.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide qualified HVAC technicians, electricians, personnel, equipment, materials, tools and supervision as needed to complete the services that meet the technical requirements in this Statement of Work [SOW].

2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for all Phases of the project shall be completed in **sixty(60) working days from Notice to Proceed.**

2.3 The Contractor shall have limited access to or be admitted into any structure outside the areas designated for the project except with permission by the Embassy.

4.0 CONTRACT ADMINISTRATION

4.1 The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.

4.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.

4.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments,

including explicit authority delegated to each COR and their responsibilities.

4.4 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

4.5 The Embassy's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

4.6 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract.

4.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.

4.8 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.

4.9 The Embassy has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

5.0 RESPONSIBILITY OF THE CONTRACTOR

5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.

5.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.

5.4 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.

5.6 The Contractor shall verify that all materials, equipment, and systems provide operational dependability.

5.7 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.

5.8 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.

5.9 The Contractor shall be and remain liable to the Embassy in accordance with applicable 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 law.

6.0 PRE-CONSTRUCTION REQUIREMENTS

6.1 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.

6.2 Provide a statement that the Contractor's company and all personnel are experienced in asphalt works similar to type and scope required for the work.

6.3 The Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project Safety Plan [PSP] to address the project. The QCS and PSP are intended to document the entire project from beginning to end.

7.0 CONSTRUCTION/SERVICES REQUIREMENTS

7.1 No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the COR.

7.2 The approval of the drawings and/or materials by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings and/or materials will not relieve the Contractor of the responsibility for any error which may exist as the Contractor shall be the responsible for the dimensions, design, quality, adequate connections, details and satisfactory construction of all work.

7.3 The Contractor shall be responsible for all required materials not provided by the Embassy, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.

7.4 All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.

7.5 Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. **Damaged or defective items shall be replaced**. The contractor will be responsible for security of all materials and equipment.

7.6 Receipt Of Materials - Shipment of equipment, materials, and supplies shall be addressed to the Contractor - not the Embassy. The Contractor must be on hand to accept shipments; the Embassy will not accept shipments.

7.7 The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.

7.8 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 the COR.

7.9 The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR.

8.0 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power lines. All temporary connections to local water and power lines shall be coordinated with the COR. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall be responsible for making connections including providing back flow preventer devices on connections to domestic water lines, providing transformers, and for disconnections.

8.10 At the end of each work day, or notification of a temporary stop order, the Contractor shall lower and fixed all temporary work platforms and/or harnesses. Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.

8.11 Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to person, the work and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.

8.12 Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.

8.13 Landscape Restoration - The surfaces of all unpaved areas disturbed by construction activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas which existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by construction activities. Landscape shrubs killed or damaged by construction activities shall be replaced with same species and size.

8.14 The Contractor work shall in accordance with U.S. codes and standards. The COR will review and comment on the Contractor's submissions using the following codes and standards: American Society for Testing & Materials,

- 2003 International Building Code
- 2003 International Mechanical Code
- 2003 International Plumbing Code
- 2002 National Electrical Code (NFPA)

9.0 DELIVERABLE SCHEDULE

9.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.

9.2 Milestones

Contractor pre-proposal site visit	To be advised
Proposal submittals	To be advised
Pre-construction submittals	Within 10 working days after Award of Contract
Embassy submittal review	Within 10 working days after receive of submittals
Completion	Within sixty(60) working days after receive of Notice to Proceed (NTP)

9.3 **After project Completion: Contractor's to submit one year workmanship warranty.**

10.0 PROJECT SECURITY

10.1 The work to be performed under this contract requires that the Contractor, its employees and sub-contractors shall be cleared by Embassy Security and submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.

10.2 The Contractor shall submit this information including construction vehicle requirements within 10 days after Award of Contract.

11.0 PAYMENTS

11.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer, as indicated on **Price Schedule Breakdown**, **with the logo, name, address, phone numbers and e-mail of the company and signed by the General Manager or legal representative,** as well as schedule of the works.

11.2 The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.

11.3 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate attached.

END OF STATEMENT OF WORK