1.0 INTRODUCTION

1.1 The U.S. American Embassy is soliciting proposals for the installation of new air conditioning units serving the office spaces in the Embassy building.

The existing air conditioning units will be completely removed and replaced. Removal includes condenser units, copper tubing, condensate drains and pumps, electrical connections, fan coil units and R22 refrigerant. Contractor takes possession of all equipment and materials removed from the building.

Replacement units will utilize R410 refrigerant and have inverters to provide heating and cooling to the office spaces. All replacement units will be rated for 18000 BTU's or the equivalent to the existing unit if larger. No units smaller than 18000 BTU's will be accepted.

Installation of new units includes outside mounting brackets, condenser, weatherproof electrical disconnects, insulation, refrigerant, copper tubing, fan coil units mounted in the office spaces and condensate drains. Installation of condenser units and fan coil units should be free of obstacles to ensure access for routine maintenance or repair. All surrounding walls or structural surfaces affected by the installation will be restored to the match the surrounding finish.

Contractor will be responsible for scaffolding to access the worksite.

1.2 The facility, Chancery building is located in 7 Lang Ha Street. All inspections shall be requested through the Embassy's Facility Manager [FM] as Contracting Officer Representative [COR].

1.3 Work shall be completed as expeditiously as possible. Each office space shall be occupied during the execution of this contract. The Contractor shall coordinate with Contracting Officer for job sequencing.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide construction personnel, equipment, materials, tools and supervision as needed to complete the services that meet the technical requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with Embassy personnel.

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 the project shall be completed in 120 calendar days from the issuance of the 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.

3.0 GOVERNMENT MATERIAL (GM)

3.1 None

4.0 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 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. The Office of Overseas Buildings may perform quality assurance inspections [QAI] and tests during work to confirm the material is installed according to the SOW.

4.4 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.

4.5 If any of the Contractor's services do not conform to the 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.

5.0 RESPONSIBILITY OF THE CONTRACTOR

5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished under this Statement of Work. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its 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 work. The Project Site Manager shall be approved by the COR.

5.3 The Project Site Manager shall communicate to the COR all accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.

5.5 The Contractor shall verify all materials provide operational dependability. The Contractor assures the installed Air Conditioning units shall be easily maintained or replaced with readily available materials and services.

5.6 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.

5.7 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.

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 installation of air conditioning units similar to type and scope required for the work.
7.0 WORK REQUIREMENTS

7.1 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.

7.2 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 work.

R22 Refrigerant must be reclaimed in proper containers. No refrigerant may be evacuated into the atmosphere.

The Contractor is responsible for the proper disposal of units and materials removed from the Embassy building. Equipment and other materials become salvage to the contractor and may not be disposed utilizing Embassy waste disposal or recycling services.

7.3 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.

7.4 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.

7.5 The Contractor shall provide Personal Protective Equipment (PPE) appropriate for the manner of work undertaken at each stage of the project. Technicians are required to wear eye protection and hard hats when working on the outside of the Embassy building at all times. The contractor must provide fall protection in the form of 5 point harnesses for personnel when working from an elevated work surface.

7.6 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.

7.7 The Contractor shall perform the work at the site during the Embassy's normal workday hours, Monday to Friday, 8am to 4pm, unless agreed upon with the COR.

7.8 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.

8.0 DELIVERABLE SCHEDULE

8.1 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.

8.2 Project Completion: Furnish one copy of maintenance and operating information, Contractor's one year workmanship guarantee and product literature of all items installed.
STATEMENT OF WORK FOR SUPPLY AND INSTALLATION OF AIR CONDITIONING UNITS FOR THE US EMBASSY BUILDING

9.0 PROJECT SECURITY

9.1 The work to be performed under this contract requires that the Contractor, its employees and subcontractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.

9.2 The Contractor shall submit this information including construction vehicle requirements within 2 days of the Notice to Proceed.

10.0 PAYMENTS

10.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer.

10.2 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.

10.3 The Contractor shall specifically identify his 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.

PROCUREMENT TERMS & CONDITIONS:

1. The Offeror must be willing to accept Purchase Order (PO) from US Embassy Hanoi.
2. Vendor's contract is not accepted nor signed.
3. All items bid must meet or not to exceed specifications listed.
4. Proposals must be in local currency VND, firm fixed price to include tax and any other anticipated charges.
5. The items must be delivered to the Embassy office in Hanoi, Vietnam. (Delivery fee should be included in the quotation).
6. Selected vendor must be able to accept payment within 30 (thirty) days after the orders are delivered completely and the original correct invoice is received.
7. The payment will be made through Electronic Fund Transfer (EFT) to the vendor bank account (VND) as stated on the invoice.
8. Any cancellations after PO acceptance, only services rendered will be paid.
9. Selected vendor must have a Data Universal Numbering System (DUNS) number registered within the U.S. federal government’s System for Award Management (SAM).

END OF STATEMENT OF WORK.