

DESCRIPTION/SPECIFICATION/WORK STATEMENT

1.0 EQUIPMENT AND PERFORMANCE REQUIREMENTS

1.1. The American Embassy in Kuala Lumpur requires the Contractor to supply and replace existing faulty Building Automation System for Air Conditioning Chiller in a safe, reliable and efficient operating condition. Please see description of equipment included in Exhibit A for a more details.

1.2. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, as well as all transportation, equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with this work statement. Under this Contract the Contractor shall provide:

- The services of trained and qualified technicians to replace, inspect, adjust, and perform scheduled preventive maintenance.

1.3. Performance Standards

Building Automation System for A/conditioning Chiller must be in good operating condition upon completion of the replacement work and services. The preventive maintenance service should result in the parts of the system replaced being in a condition to operate efficiently and effectively.

2.0 HOURS OF PERFORMANCE

2.1. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 7.45 AM and 4.30PM Monday through Friday. No work shall be performed on US Government and local holidays. Below is a list of the holidays.

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 technicians and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees shall have access to the equipment and equipment areas and will be escorted by Embassy personnel.

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, biographic data and police clearance on all Contractor personnel who shall be used on this Contract prior to their utilization. Submission of information shall be made within 5 days of award of contract. **No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.**

3.2.1 Vehicles. Contractor vehicles will not be permitted inside the embassy compound without prior approval. If you need to have vehicle access please submit your vehicle information (Make, Model,

License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1) week prior to the visit.

3.2.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

3.3 Security Clearances. All Work under this contractor that are designated as non-CAA areas may be performed by un-cleared American or local workers. However, all work done in CAA and PCC areas shall be performed by cleared American Construction personnel as needed to complete the services. The Contractor shall work closely with the COR, the Post Facility Manager [FM] or the General Services Officer [GSO].

3.4 Standards of Conduct

3.4.1 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.

3.4.3 Neglect of Duties. 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.

3.4.4 Disorderly Conduct. 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.

3.4.5 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.

3.4.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in 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.

3.4.7 Key Control. The Contractor **will not** be issued any keys. The keys will be checked out from Post 1 by a "Cleared American" escort on the day of service requirements.

3.4.8 Notice to the Government of Labor Disputes. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

4.0 SCHEDULED PREVENTIVE MAINTENANCE

4.1. General

4.1.1. The Contractor shall perform replacements work as outlined in Exhibit A - STATEMENT OF WORK.

4.1.2. The Contractor shall inventory, supply and replace expendable parts as recommended in the scope of work that has become worn down due to wear and tear. The Contractor shall maintain a supply of expendable and common parts on site so that these are readily available for normal maintenance include: hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuses; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material and oil spill containment kits. The contractor should inventory the supply after each visit and order replacement supplies and have them delivered on site.

4.1.3. Exclusion. This contract does NOT include repair of equipment and replacement of hardware (e.g. bearings, pistons, piston rings, crankshaft, and gears.) **Hardware replacements will be separately priced out by the Contractor for the Government's approval and acceptance.** The Government has the option to accept or reject the Contractor's quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

4.1.4. Replacement/repair of any electronic or electrical parts must be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall de-install the parts at no cost to the Government.

4.2 Checklist Approval

The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format for the COR's approval prior to contract work commencement.

4.2.1. The Contractor shall provide trained technicians to perform the services at frequencies stated in Exhibit A and on the equipment called out in this SOW. The technician shall sign off on every item of the checklist and leave a copy of this signed checklist with the COR or the COR's designate after the maintenance visit.

4.2.2. It is the responsibility of the Contractor to perform all manufacturers' recommended preventive maintenance as well as preventive maintenance recommended by the manufacture technical manuals for the respective equipment.

5.0 PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this Contract. The Contractor shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.

5.1 Contractor furnished materials will include but not limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, MSDS, cleaning material and oil spill containment kit. Expendable/consumable items (e.g. hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), generator starting batteries, grease, sealant, thermostat, fuse), will be maintained in the onsite inventory. See 7.1.2.

5.2 Repairs. Repairs are not included in this contract. See Item 7.1.3. Exclusions.

5.3 Disposal of used oil, fuel, battery and other toxic substances. The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.

5.4 Chemical analysis: The Contractor is responsible for conducting laboratory analysis for oil samples to check for destructive acids, corrosive materials and metal deposits. All charges for such analysis is payable by the Contractor and a report stating the test results shall be submitted to the COR.

6.0 Software, Licenses and Passwords. Copies of any and all software and licenses needed to control or to adjust the communications module shall be given to the post upon completion of the work.

7. DELIVERABLES

The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names of workers and vehicle's details	1	5 days after contract award	COR
Reports, installation manual and operation manual	3	7 days after completion	COR
Checklist signed by Contractor's employee during warranty period	1	After completion of each maintenance service	COR
Invoice	1	After completion	FMO

8.0 INSURANCE REQUIREMENTS

8.1 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.

8.2 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:**

Public Liability Insurance

Bodily Injury	RM 50,000 per occurrence	RM100,000 Cumulative
Property Damage	RM 50,000 per occurrence	RM100,000 Cumulative

Workers' Compensation and Employer's Liability

8.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required under local laws (see FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas").

9.0 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.

10.0 QUALITY ASSURANCE PLAN (QAP).

10.1 Plan. This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QAP 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
Services. Performs all services set forth in the performance work statement (PWS)	1 thru 12	All required services are performed and no more than one (1) customer complaint is received per month

10.2 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.

10.3 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.

10.4. Procedures.

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

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

10.4.3 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.

10.4.4 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.

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

10.4.6 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.

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

10.4.8. 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.

11. TRANSITIONS/CONTACTS

Within 10 days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for preventive maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

11.1 On site contact. The following are the designated contact personnel between the US Embassy and the Contractor

-Facility Manager: (James Hill B, 03-21684894, and HillJB@state.com)

-COR: (Ravi Chandran, 012-3371224 / 0321685002, and ravis@state.com)

12. SUBMISSION OF INVOICES

The Contractor shall submit an invoice after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed including parts replacement and break down calls, if any. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation.

The Contractor should expect payment 30 days after completion of service or 30 days after receipt of invoice at the Embassy's payment office, whichever is later. Invoices shall be sent to:

**AMERICAN EMBASSY KUALA LUMPUR
Financial Management Office (FMO),
No 376, Jalan Tun Razak,
50400 Kuala Lumpur.**

Exhibit A - - STATEMENT OF WORK

I. GENERAL INFORMATION:

The United States Embassy in Kuala Lumpur requires professional services and contractor cost proposals who are regularly engaged in Building Automation System for A/conditioning Chiller systems to replace existing faulty Building Automation System for A/conditioning Chiller.

The Contractor shall provide all necessary types of labor, including specialized subcontractors, materials; tools, supervision, and equipment necessary to perform the replacement work for Building Automation System. To conduct a series of checking-servicing exercise for Building Automation System for A/conditioning Chiller on all the sensors and related electronic and electrical component. All these important components of the Building Automation System for A/conditioning Chiller must be checked and serviced in accordance to the manufacturer's maintenance procedures during the replacement work and done by qualified /competent personnel.

II. PROJECT REQUIREMENTS:

DESCRIPTION OF EQUIPMENT:

- 1) Building Automation System for A/conditioning Chiller

III. GENERAL REQUIREMENTS:

The Contractor under this SOW will be responsible for labor, tools, and materials required to carry out all preventive maintenance as outlined in this SOW. Embassy staff has service manuals for all

IV. SCOPE OF WORK - - **Supply and replacement of Building Automation System for A/conditioning Chiller**

Contractor shall provide all materials, supervision, labor, tools and equipment to perform preventive maintenance. All personnel working in the vicinity shall wear and /or use safety protection while all work is performed. Any questions or injuries **shall** be brought to the attention of the Post Occupation Safety and Health Officer (POSHO). Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

If any discrepancies are found with the BAS system that are not covered under this scope of work then the contractor must provide the following:

1. Detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. Price quote for repair labor.

At a minimum, the following work must be done:

Replacement of faulty Building Automation System for Chillers.

- a. One complete Building Automation System Software comes with password for the operation of the Chilled Water System, Network Controller Units and Digital Direct Controllers. (including license)
- b. Two lot of Main PC Operator Workstation c/w hard disk drive, RAM, Keyboard, Ethernet LAN Card, Mouse, LCD color monitor 21 ", and all necessary devices and accessories.
- c. System Software - Example: - Windows 7 / Window XP (operating system), Microsoft Office (complete) and other necessary software.
- d. Preparation of sub-program for color graphic diagrams, display, each system simulation, and chiller lead-lag operation to suite with application requirement as in BAS.
- e. One unit of Operator Report and Printer comes with all necessary devices and accessories.
- f. Network Controller Unit comes with all necessary Accessories.
- g. Standalone Digital Direct Controllers (DDCs), real time hardware clock and all necessary accessories as per BAS Input/output point schedule come with one complete solid-state uninterruptible power supply c/w sealed lead acid batteries and all necessary devices and accessories
- h. Incorporated/Replace all the sensors to communicate with the new replaced BAS system such as temperature sensor, Pressure Sensor, High/low level Sensor, pressure switches, flow switches, Flow meters, transducers/digital power meter, interfacing equipment and all other necessary devices and accessories to make overall System BAS working as per BAS Input/output point schedule.
- i. The replacement of new BAS System include all necessary cabling work (i.e.: CAT 6, CAT 5E, 24 AWG etc.) c/w conduits, trucking, painting, corrosion protection, labeling and all necessary accessories as per BAS Input/output point schedule.
- j. Overall Testing, Commissioning and Setting Out to work
- k. 2 years Defects Liability Warranty comes with Services and Maintenance.
- l. Training Embassy staff on the operation and Maintenance of the whole system.