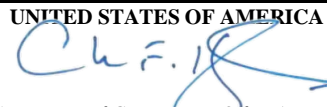


MENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. A001		3. EFFECTIVE DATE See Item 16C.	4. REQUISITION/PURCHASE REQ. NO. PR10904013
6. ISSUED BY Procurement/Contracting Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan		7. ADMINISTERED BY See Item 6.	5. PROJECT NO.
8. NAME AND ADDRESS OF CONTRACTOR		9a. AMENDMENT OF SOLICITATION NO. 19JA80-22-Q-0036	9b. DATED (SEE ITEM 11) July 22, 2022
		10a. MODIFICATION OF CONTRACT/ORDER NO.	10b. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) by completing Items 8 and 15 and returning one copy of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers.			
FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA			
N/A			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS; IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
D. OTHER:			
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return <u>one</u> copy to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION			
Request for Quotations (RFQ) No. 19JA80-22-Q-0036 - Multi-Type Heat Pump Unit Replacement Services for the Deputy Chief of Mission Residence (DCMR) is hereby amended as follows: Delete Attachment 1 - Statement of Work of RFQ in its entirety and replace with the attached revised Attachment 1 - Statement of Work, effective the date of the Contracting Officer's signature.			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (type or print)		16A. NAME OF CONTRACTING OFFICER	
		Charles F. Hughes	
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY (signature of person authorized to sign)		BY  (signature of Contracting Officer)	08-03-2022

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1. Scope of Work

The Contractor shall replace the Multi-Type Heat Pump Unit and Seven (7 ea) Indoor Units serving the second floor of DCMR (Deputy Chief of Mission Residence), located at 1 Azabu, Nagasaka-Cho, Minato-ku, Tokyo. This will be a like-in-kind replacement.

2. Materials, Standards of Work/Conduct, Contractor Personnel:

2.1 Unless otherwise specified herein, all the materials to be used for the contracted work shall be new and meet or exceed the Japanese Industrial Standard (JIS). The Contractor shall provide the COR a hazardous material (HM) inventory and material safety data sheets if such materials are brought to the work site or used for the contracted work. The materials that contain chromate compound and/or lead shall not be used for any contracted work.

2.2 All the work and procedures in the contract shall be performed in conformity to the specifications and drawings. Unless otherwise stipulated herein, all the work required under this contract shall be accomplished in conformity to the followings:

1. Japan Architectural Standard Specifications (JASS)
2. Japan Electrical Codes for Building
3. Specifications of Japan Water Works Association (JWWA)
4. Specifications of Society of Heating, Air-conditioning and Sanitary Engineering of Japan (SHASE).
5. Manufacturer's Specifications for installation of air-conditioning Unit

2.3 All local labor standards for occupational safety and health apply to this contract. The Contractor shall at all times enforce strict discipline, good order among his employees and assure workmanship of quality. The Contractor shall insure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses required in their respective trades. The Contractor shall obtain all required licenses and permits at no additional cost to the Government. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the contracted work. The Contractor shall further be responsible for the proper care and protections of all materials delivered and of all works performed until completion and final acceptance. The Contractor agrees to release the Government from all damages or claims arising from the work covered by this contract.

2.4 All work, either in progress or in a completed state under this contract, shall be continuously protected by the Contractor against damage, and shall be so secured as to preclude any accident or damage to adjacent property or personnel, until turned over to and accepted by the Government. Protective clothing will be worn at all times by Contractor employees during the execution of this contract. Upon completion of all the work, the Contractor shall thoroughly clean the entire work area prior to turnover to the Government. The Contractor shall not display signs or advertisements at any time on or adjacent to the premises.

2.5 The Contractor shall promptly remove from the premises all materials and works not conforming to the requirements of this contract, whether incorporated in the work or not. The Contractor shall promptly replace or re-execute such work and materials in accordance with the drawings and specifications of this contract and without additional expense to the Government

3. Technical Provisions

3.1 Demolition: Remove and dispose of the existing air-cooled Multi-System Heat Pump Unit located on the 2F roof top of DCMR, and the seven ceiling recessed Indoor Units in the second floor. Refer to the drawings in the attachment to identify the work area and items to be removed and disposed. All the removed items shall be disposed of in compliance with the applicable local codes for industrial waste disposal. **Attachment – I-2**

3.1.1 Major items for removal/disposal are listed as follows (Existing):
Attachment – I-3

At the DCMR Roof Top:

1. Multi-Type Heat Pump Unit, DAIKIN – RSXYP335P, 12 HP, Cooling Capacity: 33.5 kW, Heating Capacity: 37.5 kW
2. Refrigerant Piping (partial)
3. Power cables (if necessary)

DCMR 2F Rooms:

1. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56M in Master Bedroom
2. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56M in Family Room
3. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56M in Study Room/Den
4. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56M in Laundry Room
5. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56M in Guest Room (A)
6. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56M in Guest Room (B)

7. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP45M in Guest Room (C)
- 3.1.2 Freon refrigerant (R410A) contained in the existing heat pump unit shall be extracted properly for reuse in compliance with applicable local codes.
- 3.1.3 Concrete foundation for the existing heat pump unit shall remain in place and be reused as the foundation for the new Multi-Type Heat Pump Unit. However, if the selected Heat Pump Unit requires a larger footprint, the Contractor shall modify the existing concrete foundation to accommodate the new heat pump unit.
- 3.1.4 All pipe supports may be reused if the condition allows.
- 3.1.5 All existing associated Refrigerant Piping and Drain Piping may be reused if condition allows, depending on the outdoor and indoor unit selection. If necessary, the refrigerant piping shall be replaced with new.
4. Installation: All the new installation shall be accomplished with intent to replace in-kind the existing air-cooled Multi-Type Heat Pump Unit and 7 Indoor Units serving the second floor rooms in DCMR. **Attachment – I-4**

The Contractor shall select the new Multi-Type Heat Pump Unit based on the existing capacity or one size up per below:

At the DCMR Roof Top (New Installation):

1. Multi-Type Heat Pump Unit, DAIKIN – RQYP400FB, 14 HP, Cooling Capacity: 40 kW, Heating Capacity: 45 kW, or equivalent.
2. Refrigerant Piping for new connections to the existing refrigerant piping if it can be reused. If not, all refrigerant piping shall be replaced.
3. Power cables (if necessary)
4. Replace circuit breaker if necessary to the appropriate size.

DCMR 2F Rooms (New Installation):

1. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56EA or equivalent in Master Bedroom
2. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56EA or equivalent in Family Room
3. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56EA or equivalent in Study Room/Den
4. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56EA or equivalent in Laundry Room

5. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56EA or equivalent in Guest Room (A)
 6. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP56EA or equivalent in Guest Room (B)
 7. Ceiling Recessed Indoor Unit, DAIKIN – FXYKP45EA or equivalent in Guest Room (C)
 8. All above units shall be Single Flow, Corner Type, with Cosmetic Panel, Fresh White BYKP56MAF (7 ea), Wide Panel, Fresh White KDBP522E56F (6 ea), and ~~Wired Remote Controller BRC1G3 (7 ea)~~ **Delete Wireless Remote Controller BRCL6F (7 ea)**
 9. Drain piping: 25A Replace where necessary and tap in to the existing drain line.
- 4.1.1 The entire installation of outdoor unit and indoor units shall be performed in conformity to the standard specifications of the manufacture.
- 4.1.2 Electrical work: New Power, control and signal cables shall be wired in the existing conduit. The existing conduit (outdoor) shall be primed and painted with polyurethane paint. Wire gages and type of all cables shall be selected in compliance with Japan Electrical Codes for Building.
- 4.1.3 ~~Wired Remote Control: The Remote Controls (7 ea) shall be replaced with new. The display and the functions shall all be set/labeled in "English".~~ **Delete Wireless Remote Control: The Remote Controllers (7 ea) shall be replaced with new wireless remote controllers. The remote controllers shall be labeled in "English" with Tepra to the possible extent.**
- 4.1.4 Heat Insulation and Metal Cladding: Use approved insulation materials according to the manufacturer's specifications of the New Heat Pump Unit. Use the sheet metal clad of pre-fabricated **stainless steel** to cover the heat-insulated piping outside the DCMR Building. All overlaps of the sheet metal cladding shall be sealed with silicone sealant for waterproofing.
- 4.1.5 All drywall surfaces on the indoor ceiling/wall that are touched or opened for the effort of these removal and installations, shall be restored to the original condition and painted to match the adjacent color/finishes.
5. Test operation and adjustment: After all the installations are completed, the Contractor shall perform refrigerant leak test, operation test and adjustment of the new Air Cooled Multi-Type Heat Pump A/C system to ensure that it operates in conformity to the operation parameters intended. The Contractor shall record test operation data, prepare the test operation report and submit to the COR for verification and acceptance.

6. Debris disposal: The Contractor shall remove debris and wastes from the contracted work on a daily basis out of the DCMR. The Contractor shall dispose the debris and wastes in a timely manner and no excessive accumulation at the outside of the DCMR is allowed. All removed equipment, materials, debris shall be disposed in compliance with applicable local codes for the industrial waste disposal. The contractor shall restore the work site to be neat and clean at the end of each workday. In case of non-conformity by the contractor, the COR shall have the option to remove the materials, rubbish and/or debris and charge the contractor up to twice the cost incurred for each occurrence.
7. Protection and liability: The Contractor shall provide and maintain adequate protection on all work, either in progress or in a completed state under this contract, and shall insure that it is continuously protected and secured so as to prevent any accident or damage to the adjacent property and/or personnel, until completion and final acceptance by the COR. The Contractor shall further be responsible for the proper care and protection of all materials and equipments/tools that are delivered to the work site throughout the contracted work. Any damages to the existing Government property resulting from contractor's performance, shall be repaired or replaced in an approved manner to its original condition at Contractor's expense.
8. Temporary Work and Structures: Advance approval by the COR is required for scaffoldings, cranes, power lift or any temporary structures necessary to execute and accomplish the contracted work. The Contractor shall submit the plan of the temporary structures to the COR for approval. Temporary Work and Structures. The contractor shall prepare and give notices to the surrounding neighbors before the construction starts. Large crane may be used to lift the existing and new Heat Pump unit. The Contractor shall obtain permits from the local police and neighbors as necessary.
9. Utilities: Electricity, both 200V 3ph and 100V single ph is available at the DCMR. City water is also available from the faucets/bibcock. Electricity and water are provided at no cost to the Contractor during the construction. Both shall be utilized solely for the contracted work, never for the other purposes.
10. Advance approval by the COR shall be required to install temporary electric cables and/or water pipes for the contracted work. Before the final acceptance of the contract by the Government, the Contractor shall remove these temporary installations and restore the original conditions.
11. Work Schedule and Duration: No work on site shall be commenced prior to COR's approval on the work schedule to be submitted by the contractor. The contractor shall complete the work within 15 calendar days

after commencement of the work. Subject to climatic conditions, extensions may be granted by the Contracting Officer (CO) in writing.

12. The Contractor shall perform all contracted work for the following hours and days unless otherwise the COR approves to work during the weekends:

0830 hours - 1730 hours

Monday through Friday except Japanese and American Holidays

13. Contractor's Submittal.

13.1 Prior to the commencement of work, the Contractor shall prepare English version of full size scaled drawings showing plans, elevations/sections, flow diagrams, and installation details, and submit to the COR for approval. Also submit a work plan and schedule, setting forth date, time, contents of work, personnel and time line to completion to the COR for approval.

13.2 Prior to the commencement of work, the Contractor shall submit samples and catalogs of materials, equipment, machine as requested by the COR and obtain the advance approval to use for the contracted work.

13.3 The Contractor shall submit the test operation data and report to the COR for verification and acceptance.

13.4 Upon completion of all the contracted work, the Contractor shall submit 3 sets of as-built drawings, machine data/drawings and operation manuals to the COR.

14. Guarantee: The Contractor shall guarantee all the end product completed under this contract for one-year period from the date of acceptance of substantial completion by the COR.

14.1 During the guarantee period, the Contractor shall correct and/or repair, at no cost to the Government, any malfunctions, defects and/or breakdowns attributed to the materials, equipment and workmanship provided by the Contractor under this contract. The Contractor shall provide all labor, materials, and equipment, at their own expense, to perform the repair and/or correction. The repair and/or correction must be completed within four (4) weeks from Notice of Damage(s).

Warranty: The Contractor shall warranty all materials, equipment, devices and component parts installed under this contract for three-year period from the date of acceptance of substantial completion by the COR.

- 14.2 During the warranty period, the Contractor shall supply, at no cost to the Government, the materials, equipment, devices and component parts for replacement resulting from damages, malfunctions, defects and/or breakdowns within four (4) weeks from Notice of Damage(s).
15. Inspection: The COR, or COR's designee may inspect the contracted work either in progress or completed state and/or materials at times as required for quality assurance and control. If any of the work and/or materials does not conform to the contract requirements and specifications, the COR may require the Contractor to perform the services again and/or replace the materials in conformity to the contract requirements and specifications, at no additional cost to the Embassy.

END