

LETTER TO PROSPECTIVE QUOTERS

9 March 2013

US Embassy Zagreb
Thomasa Jeffersona 2
10010 Zagreb, Croatia

**SUBJECT: Solicitation Number SHR900-13-Q-0001
Routine Elevator Maintenance**

Dear Prospective Quoter:

The Embassy of the United States of America invites you to submit a quotation for Routine Elevator Maintenance.

We will hold a site visit (ref. 52.237-1, Site Visit (APR 1984)) on Friday 15-March-2013 at 10am at the Embassy. Should you plan to participate in the visit, please make sure to register for entrance to the Embassy no later than Wednesday 13-March-2013 by noon. Your POC is Ms. Ankica Fiolic, Embassy Procurement Agent, fiolica@state.gov, or 01/661-2364.

Submit your quotation in a sealed envelope marked "Quotation Enclosed" to:
Linda L. Rosalik, Contracting Officer
US Embassy Zagreb
Thomasa Jeffersona 2
10010 Zagreb Croatia

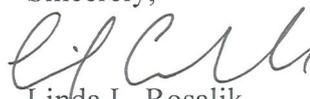
by noon on or before 22 March 2013. No quotations will be accepted after this time.

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

1. SF-1449
2. Section 1 pricing;
3. Additional information as required in Section 3.

Direct any questions regarding this solicitation to Ms. Ankica Fiolic by email or by telephone (fiolica@state.gov, +385 1 661 2364) during regular business hours.

Sincerely,



Linda L. Rosalik
Contracting Officer

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO.	PAGE 1 OF 28	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NO. SHR900-13-Q-0001	6. SOLICITATION ISSUE DATE 9-March-2013		
7. FOR SOLICITATION INFORMATION CALL		a. NAME Ms. Ankica Fiolic, US Embassy Procurement Agent	b. TELEPHONE NO. <i>(No collect calls)</i> +385 1 661 2364	8. OFFER DUE DATE/LOCAL TIME 12-Apr-2013 at noon		
9. ISSUED BY American Embassy Zagreb Thomasa Jeffersona 2 Zagreb, Croatia		CODE	10. THIS ACQUISITION IS X UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED X SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO American Embassy Zagreb Thomasa Jeffersona 2, Zagreb		CODE	16. ADMINISTERED BY American Embassy Zagreb General Services Office			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY American Embassy Zagreb Financial Management Office Thomasa Jeffersona 2 Zagreb, Croatia			
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1.	EMBASSY ROUTINE ELEVATORS MAINTENANCE as per details provided in the attached documentation of solicitation no.SHR900-13-Q-0001 issued on 9-Mar-2013 <i>(Attach Additional Sheets as Necessary)</i>					HRK (excl.VAT)
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i> HRK (excl.VAT)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY 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.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ 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 <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i> Linda L. Rosalik, Contracting Officer		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

SECTION 1 - THE SCHEDULE

Continuation/Addendum to SF-1449
RFQ Number SHR900-13-Q-0001
PRICES, BLOCK 23

1.0 DESCRIPTION

The American Embassy Zagreb requires services to maintain building elevators in safe, reliable and efficient operating condition. The contract type is a firm fixed price contract for routine maintenance services paid at the monthly rate below. These rates include all costs associated with providing elevator maintenance services in accordance with manufacturer's warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and VAT (if applicable). The contract will be for a one-year period, with four one-year optional periods of performance.

2.0 PRICING

2.1 **Base Year** - 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 and Description</u>	<u>Monthly Price</u>	<u>Annual Total</u>
001 Routine monthly maintenance for the following elevators: 1 elevator E-1, 1300kg, 4/4st 1 elevator E-2, 1300kg, 4/4st 1 elevator E-3, 1800kg, 5/5st		
	_____ x 12 =	_____ HRK (excl.VAT)

2.2 **Option Year 1**-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>Annual Total</u>
002 Routine monthly maintenance for the following elevators: 1 elevator E-1, 1300kg, 4/4st 1 elevator E-2, 1300kg, 4/4st 1 elevator E-3, 1800kg, 5/5st		
	_____ x 12 =	_____ HRK (excl.VAT)

2.3 **Option Year 2**-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>Annual Total</u>
003 Routine monthly maintenance for the following elevators: 1 elevator E-1, 1300kg, 4/4st 1 elevator E-2, 1300kg, 4/4st 1 elevator E-3, 1800kg, 5/5st		
	_____ x 12 =	_____HRK (excl.VAT)

2.4 **Option Year 3**-The Contractor shall provide the services shown below for Option Year 3, starting three 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>Annual Total</u>
004 Routine monthly maintenance for the following elevators: 1 elevator E-1, 1300kg, 4/4st 1 elevator E-2, 1300kg, 4/4st 1 elevator E-3, 1800kg, 5/5st		
	_____ x 12 =	_____HRK (excl.VAT)

2.4 **Option Year 4**-The Contractor shall provide the services shown below for Option Year 4, starting four 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>Annual Total</u>
005 Routine monthly maintenance for the following elevators: 1 elevator E-1, 1300kg, 4/4st 1 elevator E-2, 1300kg, 4/4st 1 elevator E-3, 1800kg, 5/5st		
	_____ x 12 =	_____HRK (excl.VAT)

Grand total of Base Year plus 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 SHR900-13-Q-0001
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATION/WORK STATEMENT

1.0 SCOPE OF WORK

The American Embassy in Zagreb, Croatia requires the Contractor to maintain the elevators (identified in Section 1 – The Schedule) 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 and materials required to perform inspection, maintenance, repair, and component replacement as required to maintain the elevators in accordance with the manufacturer's specifications. Under this contract the Contractor shall provide:

- the services of a trained elevator mechanic on a monthly basis to check and repair equipment operation and perform scheduled and preventive maintenance;
- 24 hours/day, 7 days/week emergency response service;
- appropriate, same day, service in response to an elevator malfunction trouble call; and
- after-hours emergency minor adjustment callback service

2.0 HOURS OF PERFORMANCE

The Contractor shall schedule all routine maintenance and repair work during normal building hours which are defined as 7:30am to 5:00pm Monday to Friday, excluding local and US 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 elevator mechanics 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 purposes. Contractor employees shall have access to the elevators' hoistways, lobbies and machine rooms, either with or without 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, 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 identity 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 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.

3.3.7 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 maintenance requirements. The Contractor shall maintain elevators so that the elevators 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 elevator to an operating condition.

4.2 Summary of Services - Traction and Winding Drum Elevators

To maintain the designated "Traction" type elevators, (including geared, gearless, DC drive and AC drive machines), and "Winding Drum" type elevators in accordance with the manufacturer's specifications, the Contractor shall perform all of the following services:

- examine, clean, lubricate, adjust, repair, and replace:
 - elevator machines,
 - motor generators,
 - solid state drives,
 - controllers,
 - selectors,
 - dispatcher & relay panels and parts thereof, including:
 - hoisting motors,
 - selector motors,
 - worms & gears,
 - bearings,
 - rotating elements,
 - brake magnet coils,
 - brushes and commutators,
 - brake shoes,
 - brake linings & pins,
 - windings & coils,
 - contacts & relays,
 - resistors & transformers,
 - and solid state devices;
- keep guide rails properly lubricated except where roller guides are used;
- repair or replace guide shoe gibs or rollers;
- replace inoperative position indicator and car/hall call lamps;
- repair or replace control cables;
- examine clean, lubricate, adjust, repair or replace the safety devices including interlocks, door closers, buffers, overspend governors, car & counterweight safeties, limit switches, landing & slowdown switches, door protective devices and alarm bells;
- replace wire ropes and equalize the tension of the hoisting ropes;

- examine, evaluate, and when needed, regroove or replace all sheaves and sheave assemblies, including drive sheaves, governor tension sheaves and compensating sheaves;
- examine, lubricate, adjust, repair and replace car & corridor operating stations, car & corridor hangers & tracks, door operating devices, door gibs and car fans;
- clean elevator machine rooms, hatch equipment, rails, inductors, relaying devices, switches, buffers, and car tops;
- dismantle, clean, examine, replace worn parts, lubricate, reassemble, and adjust brake plunger assemblies;
- refasten/resocket the hoisting ropes, using the babbitt socketing method procedure, on an annual basis for winding drum machines located over the hoistway or on a 2-year basis for machines located below or at the side of a hoistway.
- provide "emergency service" assistance defined in 6.2 to correct major elevator problems occurring after normal working hours.

5.0 SCHEDULED ROUTINE MAINTENANCE

5.1 General

5.1.1 The objective of scheduled routine maintenance is to eliminate or minimize elevator malfunction, breakdown and deterioration. Contract maintenance of the elevator must assure continuous, safe, and satisfactory operation of all elevators, their parts and components. The Contractor shall schedule routine maintenance to include all tasks herein described, in addition to routine lubrication and adjustments.

5.1.2. Elevator equipment shall include, but is not limited to: controllers, selectors, worm gears, thrust bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, contacts, coils, resistors for operating and motor circuits, magnet frames, cams, car door and hoistway door hangers, tracks and guides, door operating devices, interlocks and contacts, pushbuttons, pumps, pump motors, operating valves, electronic tubes, electronic programmable controllers, hall lanterns and indicators, hatch lighting, pit bulbs, bulb replacement and all other elevator signal accessories.

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 similar to the one provided in Attachment 2. 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 mechanic to inspect and service every elevator a minimum of once a month, every month of the year. The elevator mechanic shall sign off on every item of the checklist. The elevator mechanic shall leave a copy of this signed checklist with the COR or the COR's designate following that week's routine maintenance visit. This weekly inspection and servicing shall include, but not be limited to, the following tasks:

- Ride all cars to detect and repair any improper operation of the car doors, hoistway doors, acceleration, leveling accuracy on the floor stops, and the action of the machine brake;
- Check and make necessary repairs to assure proper operation of retractable doors;
- Review elevator's performance with the COR, or the designated representative, to determine if any malfunctions have occurred in connection with the operation of the cars since the most recent previous scheduled routine maintenance visit;
- Investigate any malfunctions which have occurred, devoting special attention to any problem involving unsafe operations, and make repairs as necessary;
- Examine car stations and call buttons and replace any damaged switches, burned out lamps, bulbs and broken buttons, defective fixtures, switches, covers, and related hardware;
- Trouble shoot any failure to equipment, lighting and receptacle electrical circuits;
- Report findings to the COR or the COR's designee including identification of failed equipment and reason for failure;
- Leave signed and dated copy of the Maintenance Checklist and also leave signed and dated copies of any other monthly, quarterly or annual checklists if those were completed during the subject visit;
- Maintain emergency light units in operable condition.

6.0 TROUBLE CALL RESPONSE SERVICE

6.1 General. The Contractor shall provide "around-the-clock" service coverage for elevator 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 mechanic shall be "on call" and shall be on site within a one-hour time period of the placement of an emergency trouble call by the Contracting Officer or COR. Emergency situations include people trapped in an elevator car, the suspicion/confirmation of a fire in or around elevator equipment, or an inoperative elevator with no suitable backup.

6.3 Non-Emergency Response Service - The Contractor shall provide, at no extra cost, a non-emergency response service. A trained elevator mechanic will be on site, within one working day, to trouble shoot and repair an elevator malfunction.

6.4 Callback Service - When an elevator which was previously worked on by the Contractor's mechanic, 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 elevator mechanic to correct the problem, even if the problem is minor in nature. The elevator mechanic 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 elevator mechanics 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 elevators as required by this contract.

8.0 EXCLUSIONS

The Contractor shall not assume responsibility for the following items of elevator equipment, which are not included in this contract:

- Car enclosures and related items including, but not limited to, fixed or removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, fluorescent tubes, dry cell batteries, handrails, mirrors, floor coverings, carpets and other architectural features and accessories;
- Buried caissons, cylinders and piping, and power supply feeder circuits to the machine room circuit breakers;
- Computer and microprocessor devices not exclusively dedicated to the elevator equipment such as terminal keyboards and display units;
- Communications equipment, such as telephones, intercoms, heat detectors, and smoke sensors, which were not installed by the Contractor or the original elevator installer;
- Major Repairs: Any individual unit or 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.

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

Intentionally omitted.

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 elevator 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

LIST OF TASKS TO BE PERFORMED UNDER THIS CONTRACT
(in English and Croatian Language)

2pg

Maintenance check list

Building:				Elevator:	
Type of serv:	1 month	3 months	6 months	12 months	
A	TRACTION SHEAVE ELEVATORS			Period-months	Completed
A 1	Works in machine room				
A 1.1	Check main thermal switch			1	
A 1.2	Check main contactors. Check contacts if necessary			1	
A 1.3	Visual check of other elements in control cabinet, especially safety circuit.			1	
A 1.4	Check terminal connections and connectors. Tighten screws of terminals in control cabinet and distribution board.			6	
A 1.5	Check oil level in geared machines. Add oil if necessary.			1	
A 1.6	Check oil seals on machines			1	
A 1.7	Check the operation of brakes on machines			1	
A 1.8	Check traction sheave grooves			3	
A 1.9	Check the condition of hoisting ropes			3	
A 1.10	Check hoisting motor (fan, vibrations, noise)			1	
A 1.11	Check clearance in hoisting machine (geared)			12	
A 1.12	Check the condition of speed governor and contacts			1	
A 1.13	Clean machine room and all elevator parts inside			1	
A 1.14	Assistance for yearly technical testing of elevator			12	
A 1.15	Write down any noticed problem in maintenance book			1	
A 2	Works on the car				
A 2.1	Check control and signalization elements in the car.			1	
A 2.2	Check car door. Adjust door drive, contacts, light barrier, force limit if necessary. Cleaning.			1	
A 2.3	Check door locks			1	
A 2.4	Drive through the shaft on top of the car. Check guiding elements and distances. Check shaft information elements, clean and adjust if necessary.			1	
A 2.5	Check guide oiling system. Clean and adjust if necessary. Add oil.			1	
A 2.6	Check hoisting rope and speed governor rope length.			3	
A 2.7	Check final limit switches. Adjust if necessary.			1	
A 2.8	Visually check hoisting rope tension. Adjust if necessary.			1	
A 2.9	Check safety gear mechanism. Clean and adjust if necessary.			1	
A 2.10	Check traveling cable			1	
A 2.11	Clean top of the car and all elements.			1	
A 3	Works in the shaft				
A 3.1	Check landing operating panels and indicators on all entrances.			1	
A 3.2	Check operation of landing doors, door locks. Clean and adjust if necessary			1	
A 3.3	Check guide rail fixing			12	
A 3.4	Check car and counterweight buffers, safety contact. Cleaning.			1	
A 3.5	Check compensation ropes and guiding, Cleaning.			1	
A 3.6	Check speed governor rope tensioning device in the pit. Check operation of safety contact. Adjust if necessary.			1	
A 3.7	Clean the pit			1	
A 3.8	Visually check guide rail earthing			1	
A 3.9	Check seismic sensor			12	
Date:				Sign:	

Lista radova na redovnom servisu

Objekt:			Dizalo:		
Tip servisa:	mjesečni	tromjesečni	polugodišnji	godišnji	
A	DIZALA S POGONSKOM UŽNICOM			Period-mjeseci	Obavljeno
A 1	Radovi u strojarnici				
A 1.1	Provjera motorne zaštitne sklopke i eventualno podešavanje			1	
A 1.2	Provjera rada glavnih sklopnika, te po potrebi otvaranje kućišta da bi se ustanovilo stanje glavnih kontakata			1	
A 1.3	Vizuelna provjera rada ostalih elemenata u ormaru upravljanja, posebno sigurnosnog kruga			1	
A 1.4	Provjera spojeva vodova na aparate pritezanjem na svim elementima grupe upravljanja i glavne razvodne ploče			6	
A 1.5	Provjera nivoa ulja u pogonskom stroju i ležajevima elektromotora, te nadolijevanje po potrebi			1	
A 1.6	Provjera brtvljenja na pogonskom stroju i elektromotoru			1	
A 1.7	Provjera rada i istrošenosti obloga elektromehaničke kočnice.			1	
A 1.8	Provjera istrošenosti utora pogonske užnice			3	
A 1.9	Provjera stanja nosive užadi			3	
A 1.10	Provjera rada pogonskog stroja (šumovi, vibracije, ventilator)			1	
A 1.11	Provjera zračnosti u pogonskom stroju			12	
A 1.12	Vizualna provjera stanja i rada graničnika brzine i kontakta			1	
A 1.13	Čišćenje strojarnice i svih elemenata dizala u njoj			1	
A 1.14	Prisustvovanje tehničkom pregledu			12	
A 1.15	Upis servisa i uočenih nedostataka u knjigu održavanja			1	
A 2	Radovi na kabini dizala				
A 2.1	Provjera rada elemenata upravljanja i signalizacije u kabini. Zamjena neispravnih elemenata			1	
A 2.2	Provjera rada automatskih vrata. Podešavanje pogona, kontakata, fotočelije i zaštitne letve. Čišćenje i podmazivanje.			1	
A 2.3	Provjera mehanizma za zabavljanje			1	
A 2.4	Vožnja na krovu kabine od stanice do stanice i kontrola vođenja i razmaka kabine i protuutega. Kontrola razmaka magnetskih prekidača i magneta, te podešavanje i čišćenje.			1	
A 2.5	Kontrola, čišćenje i podešavanje uređaja za podmazivanje kabine i utega. Dolijevanje ulja.			1	
A 2.6	Kontrola duljine nosive užadi i užeta graničnika brzine			3	
A 2.7	Kontrola rada krajnjih prekidača i njihovo podešavanje			1	
A 2.8	Vizualna kontrola napetosti nosive užadi. Podešavanje napetosti nosive užadi.			1	
A 2.9	Kontrola polužja za aktiviranje zahvatne naprave. Po potrebi čišćenje i podmazivanje.			1	
A 2.10	Kontrola ovješnja i stanja visećeg kabla			1	
A 2.11	Čišćenje krova kabine i elemenata na njoj.			1	
A 3	Radovi u voznom oknu				
A 3.1	Provjera svih elemenata za upravljanje i signalizaciju na prilazima voznom oknu			1	
A 3.2	Provjera vrata voznog okna, vođenja i zabavljanja. Čišćenje i podmazivanje.			1	
A 3.3	Kontrola, čišćenje, podmazivanje i podešavanje uređaja za natezanje užeta graničnika brzine. Kontrola sigurnosnog kontakta.			1	
A 3.4	Kontrola učvršćenja amortizera kabine. Kontrola sigurnosnog kontakta. Čišćenje.			1	
A 3.5	Kontrola ovješnja i vođenja kompenzacije. Čišćenje.			1	
A 3.6	Provjera učvršćenja vodicica za konzole.			12	
A 3.7	Čišćenje jame voznog okna			1	
A 3.8	Vizuelna kontrola katodnog odvodnika			1	
A 3.9	PROVJERA SENZOR ZA PAMEN			12	
Servis obavljen dana:			Potpis servisera:		

thl

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (May 2012)

(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](#))).

N/A (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 (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

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

N/A (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](#)).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

N/A (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

N/A (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

N/A (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

N/A (11) [Reserved]

N/A (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

N/A (13)(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.

N/A (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

N/A (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) ([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.

N/A (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).

N/A (17) 52.219-14, Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

N/A (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

N/A (19)(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.

N/A (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

N/A (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

N/A (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

N/A (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).

N/A (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

N/A (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

N/A (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- N/A (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- __ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- __ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- __ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- __ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- __ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (34) 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.)
- __ (35)(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.)
- __ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- __ (37)(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.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- N/A (39) 52.225-1, Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- N/A (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- __ (ii) Alternate I (Mar 2012) of 52.225-3.
- __ (iii) Alternate II (Mar 2012) of 52.225-3.
- __ (iv) Alternate III (Mar 2012) of 52.225-3.
- __ (41) 52.225-5, Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (42) 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).
- N/A (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

N/A (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

__ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

__ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

X (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

N/A (49) 52.232-36, Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

N/A (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (51)(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.

N/A (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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) 52.222-41, Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (5) [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.*).

__ (6) [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.*).

__ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(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) [<i>Note to Contracting Officer – See instructions on whether to also include FAR 52.228-3</i>]
52.228-5	Insurance - Work On A Government Installation (JAN 1997)

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 5 years.

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

Funds are not presently available for performance under this contract beyond April, 22nd 2014. 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 April, 22nd 2014, 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:

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 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).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

- (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:

652.242-70 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 Embassy Zagreb Facilities Manager.

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 (FEB 2012), 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) 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 elevators 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 elevators.

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.

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 Friday, 15-March-2013 at 10am at US Embassy Zagreb, Thomasa Jeffersona 2. Prospective offerors/quoters should contact Ms. Ankica Fiolic (fiolica@state.gov, tel.01/661-2364) for additional information or to arrange entry to the building.

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, 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, John K. Madden, at tel.+38516612246, fax +38516612371. 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).