



Embassy of the United States of America

Lisbon, Portugal
July 8, 2013

Dear Prospective Quoters:

Subject: Request for Quotations number SPO500-13-Q-0010

Enclosed is a Request for Quotations (RFQ) to replace one hydraulic passenger elevator with an electric traction MRL (Machine Room Less) elevator located in Chief of Mission Residence in Lisbon. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The Embassy intends to conduct a pre-proposal conference at the site. We strongly recommend that all prospective quoters attend this meeting (maximum of two persons per company). The meeting will be held on **August 8, 2013, at 2:00 p.m.** at the Chief of Mission Residence, Rua do Sacramento à Lapa, Lisbon, quoters are invited to submit written questions regarding the solicitation in advance to the Procurement Section by email to lisbonprocure@state.gov. Prospective quoters must notify the Procurement by e-mail of the names of their representatives who will be attending the meeting not later than **August 5, 2013** so access to the Embassy can be arranged.

Submit your proposal in a seal envelope marked "Proposal Enclosed" to Anthony Loh, Contracting Officer, American Embassy, Avenida das Forças Armadas, 1649-044 Lisboa on or before 4:00 pm local time on **August 16, 2013**. No proposal will be accepted after this time.

Direct any questions regarding this solicitation to Procurement Section, by letter or email (Lisbonprocure@state.gov) or by phone 21 770 2507 or 21 770 2181 during regular business hours (8:00 – 5:00pm).

Sincerely

Adelia Monteiro
Contracting Officer

Enclosure

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 1 of 54	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPO500-13-Q-0010	6. SOLICITATION ISSUE DATE July 8, 2013		
7. FOR SOLICITATION INFORMATION CALL		a. NAME Anthony Loh, Contracting Officer		b. TELEPHONE NUMBER(No collect calls) 21 770 2500	8. OFFER DUE DATE/ LOCAL TIME August 16, 2013 at 4:00 p.m.	
9. ISSUED BY U.S. Embassy Lisbon Avenida das Forças Armadas 1649-044 Lisboa		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A) NAICS: SIZE STD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER 13b. RATING			
15. DELIVER TO: U.S. Embassy Lisbon Avenida das Forças Armadas 1649-044 Lisboa		Code	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP 16. Administered by: Anthony Loh, Contracting Officer			
17.a. CONTRACTOR/OFFEROR CODE <input type="text"/> FACILITY CODE <input type="text"/>		18a. PAYMENT WILL BE MADE BY U.S. Embassy Lisbon Financial Management Office Avenida das Forças Armadas 1649-044 Lisboa				
TELEPHONE NO: <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
	Replace on e hydraulic passenger elevator with an electric traction MRL elevator located in the Chief of Mission Residence in Lisbon, Portugal (see attached schedule) (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<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 type="checkbox"/> ARE <input checked="" 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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: REF. _____ 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 (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY				
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (PRINT)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)		
				42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
 RFQ NUMBER SPO50013-Q-0010
 PRICES, BLOCK 23

1.0 DESCRIPTION

The U. S. Embassy in Lisbon requires services to replace one traction passenger elevator with an electric traction MRL (Machine Room Less) elevator located in the Chief of Mission Residence, Lisbon, Portugal.

1.1. TYPE OF CONTRACT

This is a firm fixed price contract payable entirely in Euros. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

2.0 PRICING

The price must include all costs associated with providing with elevator replacement, in accordance with the attached scope of work, including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and VAT.

Line <u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Price</u>
001	Removal of one traction one elevator and supply and installation of electric traction MRL Elevator	_____	1	_____

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 data (a minimum of ten (10) days after date of Contract award unless the Contractor agrees to an earlier date) on which performance shall start.

**CONTINUATION TO SF-1449,
RFQ NUMBER SPO500-13-Q-0010
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

1.0 PRODUCTS

1.1 GENERAL

- A. The intent of this Work is to replace one traction passenger elevator with an electric traction MRL (machine room less) elevator located in the CMR in Lisbon, Portugal.
- B. The Work shall include but not be limited to the following: removing the existing traction elevator in its entirety, followed by the installation of new Variable Voltage, Variable Frequency controls with Permanent Magnet gearless machine. Project shall include a new cab enclosure, new brushed stainless steel car doors and hoistway doors.
- C. Project completion is established by a successful completion of a final acceptance test and the resolution of all “punch-list” items. Notification of acceptance will be given by OBO Elevator Program Management.

1.2 RELATED WORK TO BE PERFORMED

- A. Hoistway and Pit:
 - 1. Retain the existing hoistway and pit.
 - 2. Verify that the hoistway and pit is clear and plumb.
 - Deviations that exceed 25.4mm (1 in.) in hoistway plumb that will require modifications shall be submitted to OBO for approval prior to any remediation efforts.
 - 3. Bevel cants not less than 75° from the horizontal on any rear or side wall ledges and beams that project or recess 101.6 mm (4 in.) or more into the hoistway.
 - 4. Repair all holes in hoistway walls and paint. Color to be white.
 - 5. Provide fire stopping to all penetrations in the hoistway.
 - 6. Provide for extending the existing elevator hoistway to incorporate the MRL design.
 - 7. If required, remove existing elevator machine beams and concrete deck directly over existing hoistway.
 - 8. Provide an enclosed, fireproof hoistway extension, directly over the existing concrete hoistway wall made of concrete masonry units (CMU) filled solid with cement. The finished hoistway shall be 2 hour fire rated.
 - 9. Provide permanent certified lifting beams embedded the new hoistway extension at the top of overhead space for future hoisting. Allow 25mm (1 inch) between lifting beam and fireproof overhead roof.
 - 10. Remove any elevator related devices in the existing machine room area not being used for the new elevator and restore the area to storage space for the CMR. All left over electrical devices shall be de-energized and removed.
 - 11. Provide any necessary cutting and patching to corridor walls and floors, any cutting which creates dust and excessive noise will require an approved window for exhausting. Dust

containment is a requirement. Any remediation, cleaning or restoration as a result of this project will be the sole responsibility of the contractor. A 24 hour notification is required for any such efforts.

12. Restore any finishes to match existing finishes without demarcation lines. It is the intent of this specification to utilize existing back boxes, openings and penetrations. Any abandoned, partially utilized or degraded surface, integral to, or, affected by this project will be restored to like new condition. This will include areas inside of and outside of the hoistway.
13. Provide any concrete wall pockets and/or structural steel beams for support.
14. Provide hoistway lighting throughout the hoistway. On/Off switches shall be connected by a pull string or 3 way switching that is accessible at each level. The pull string or on/off switches shall be accessible at each landing within one half meter from the entrance jamb.
15. Provide a pit access ladder: Install a pit ladder on the same side of the pit wall that is closest to the hoistway door release mechanism with a grab bar 1220 mm (48.0 inches) above the bottom hoistway sill. The installation must be approved by OBO Elevator Program Management.
16. Provide any necessary structural support at the pit floor required for buffer impact and guide rail loads.
17. Provide a water monitor in the elevator pit when sump pumps and floor drains are non-existent.
 - a. The water monitor shall be installed in a location free from elevator equipment interference.
 - b. The water monitor shall have an audible/visible alarm from outside the hoistway.
 - c. The water monitor shall be connected to the elevator controller to recall elevator to an upper level in the event that water is detected in the pit.
18. Protect all open hoistways and entrances with "closed" barriers which cover the entire opening during construction. Other than the basement level, all barriers shall be "open-able" from the inside only. Barriers shall be constructed to minimize noise and dust contamination to outside areas.
19. Protect the car enclosure, hoistway entrance assemblies, and special metal finishes from damage during the construction phase.
20. Provide any required onsite storage needed for elevator materials and tools. Prior to arriving onsite, coordinate the delivery and placement of any material with Post. Protect all surfaces from damage due to the placement of storage means.
21. Provide a complete installation. All alterations shall be subject to approval.
22. Remove all project debris from the site on a daily basis.

B. Machine Room:

1. Remove the existing controller and related equipment entirely. New MRL equipment shall be located exclusively in the hoistway per the approved drawings.

C. Electrical Service, Conductors and Devices:

1. Provide the code required lighting and Ground Fault Circuit Interrupt (GFCI) convenience outlets in all elevator spaces including: the hoistway, pit, and overhead spaces or machine room/s. The hoistway and pit lighting shall provide an illumination of not less than 100 lx (10fc) at the pit floor. The machine room/space illumination shall not be less than 200 lux (20 fc) at floor level.
2. Provide a new fused mainline disconnecting means. Location to be approved by OBO Elevator Management Program. Verify individual protected (grounded), lockable "open,"

disconnecting means. Disconnect shall be clearly labeled with car number and panel of origination.

- (a) Install new (3) three-phase mainline copper power feeders from the main line disconnect to the main power terminals of the new controller.
3. Provide a new fused disconnecting means for elevator cab lighting and fan with individual protected (grounded), lockable “open,” disconnecting means which is clearly labeled with car number and panel of origination.
 - (a) Install new single-phase copper power feeders to the elevator controller for car lighting and exhaust blower (exhaust fan).
4. Provide one additional non-GFCI convenience outlet in the pit for the water monitor.
5. Provide for all wiring to be enclosed in metal piping or channels in machine room, hoistway and cartop. No exposed wiring will be permitted.
6. Provide shatterproof guards for all lights.
7. Provide temporary power and illumination during construction.
8. Provide an emergency autodialing telephone and announcement speaker in the car, connected to the elevator control panel. Emergency phones shall have battery backup.
9. Conductors, wiring and cable in the scope of this project shall be new and installed in accordance with applicable codes (see section 1.4 F).

1.3 DEFINITIONS

- A. Defective Elevator Work: operation or control system failures; performance below specified ratings; excessive wear; unusual deterioration or aging of materials and finishes; unsafe conditions; the need for excessive maintenance; abnormal noise or vibrations; and similar unusual, unexpected, and unsatisfactory conditions.
- B. Alignment: coordinated installation of hoistway entrances with installation of elevator guide rails to facilitate alignment of the car entrance.
- C. Hoistway: or Well, or Shaft.
- D. Protected or Grounded: A connection to earth ground or to a conductive body which is connected to earth ground.
- E. Reasonable time: Time allowed for positive corrective action - twenty-four (24) hours from Contractor’s notification.
- F. Provide: to make ready, to install completely, included within the scope of Work or contract.
- G. Final Acceptance: Instance when the project is 100% complete including the resolution of any project discrepancies and punch list items, meeting the requirements of the customer or his representative.
- H. Owner: The United States Government or, its representative. To include, but not be limited to, facility management and its representatives.

- I. Machine Room Less (MRL): Elevator technology which locates the elevator hoist machine and controls in the hoistway or control closet eliminating the need for a separate machine room (penthouse).
- J. OEM: The original equipment manufacturer. The entity which originally designed/manufactured a component or, the entity which represents the proprietor of that device as sold in the current market.

1.4 QUALITY ASSURANCE

- A. Qualified Providers: Alternate Providers must receive approval of the Contracting Officer (CO) at least ten days prior to the bid due date.
 - 1. Recommended Vendors: KONE, Otis, Schindler, Thyssen Krupp.
- B. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following Code and/or Authority, including revisions and changes in effect on the date of this specification:
 - 1. EN81-1; 1998 +A3;2009 safety Rules for the construction of installation of lifts (Electric Lifts)
 - 2. EN 81-2 ; 1998 +A3;2009 safety Rules for the construction of installation of lifts (Hydraulic Lifts)
 - 3. EN 81-21: 2009 New passenger and goods passenger lifts in existing buildings.
 - 4. EN 81-28: 2003 Remote alarm on passenger and goods passenger lifts.
 - 5. EN 81-58: 2003 Landing Doors fire resistance
 - 6. EN 81-70: 2003 Accessibilities to lifts for persons with disability.
 - 7. EN 81-71: 2006 Vandal resistant Lifts
 - 8. EN 81-72: 2003 Firefighters' Lifts
 - 9. EN 81-73: 2005 Behavior of Lifts in event of fire.
 - 10. Other governing codes, ordinances, laws, etc. applicable to elevators and escalators, in the region of installation.
- C. Warranty:
 - 1. Material and workmanship shall comply in every respect with the contract documents. The provider shall correct any defective material or workmanship flaws which develop within one year from date of final acceptance, at no additional cost. Exclusive to this are issues which occur from improper use or improper care by the Purchaser.
 - 2. During the warranty period, the provider will make modifications, adjustments and improvements to meet the performance requirements in Parts 2 and 3. Additionally, the provider will maintain the unit in accordance with the manufacturer's guidelines and at the manufacturer's suggested frequency.
- D. The elevator installation contractor shall be certified and have 5 years experience in maintenance, modernization, and construction of the elevator equipment being supplied.

- E. The minimum standard for all components will be in accordance with the OEM, as modified by OBO. The owner, or his representative, reserves the right to request in writing, a statement from the OEM, which validates any decision relative to piece of that manufacturer's equipment. It is the intent of this work to maintain safe, reliable equipment, in strict accordance with manufacturer's design.
- F. Unless explicitly stated, match colors and finishes to existing.

1.5 JOBSITE VERIFICATION

- A. It is the sole duty of the contractor to review the contract documents and site conditions and to verify product compatibility. Site alterations due to product requirements shall be submitted for review fourteen (14) days prior to the bid due date.

1.6 DESIGN PHASE

- A. Within thirty (30) calendar days after the contract award and prior to manufacturing and fabrication, submit three (3) complete comprehensive sets of shop drawings and sample materials for review. All submissions require OBO approval and shall be supplied in both paper and electronic formats (Compact Disk-CD). All submissions will be provided in English.
- B. Layout Drawings: Provide dimensioned drawings including: plan, elevation, and section views; Include large-scale details for: landings served, machine space layout, coordination with building structures, relationships with other constructions, pit ladders, lights, service outlets, light and stop switches. Indicate variations from the specified requirements. For new installations, include calculations and locations for maximum dynamic and static loads imposed on the building structure. Provide elevator equipment locations on the drawings.
- C. Shop Drawings: Provide detailed and dimensioned shop drawings for all equipment being installed as part of this project. Shop drawings for fixtures, cabs, doors, frames, and all other finished elements shall include information regarding the finished surface preparation.
- D. Power Confirmation Information: For the new installation, include motor horsepower, starting current, full-load running current, and demand factor.
- E. Finishes: Submit samples of actual finished materials for review of color, pattern, and texture. Include samples for cabs, doors, entrances, signal fixtures, lights, graphics, Braille plates, and any applicable details of mounting provisions when specified.
- F. Maintenance Manuals: For approval, provide maintenance manuals which include: operation and maintenance instructions, spare parts listings with recommended sources, recommended part inventories, emergency instructions, wiring diagrams, mechanical drawings, and troubleshooting information. All information shall be provided in English and the local language. Include all diagnostic and repair information available from the manufacturer.
- G. Respond to all review comments within seven (7) calendar days of receipt. Promptly incorporate the required changes so that delivery and installation schedules are not affected. The provider's revision response time is not justification for equipment delivery or installation delays.

- H. Schedule: Submit a detailed Microsoft project schedule including key project milestones. These items shall include but not be limited to: security clearance progress, parts deliveries, start dates, installation durations, construction (temporary) use cars, testing and inspections. The project schedule shall correspond with the schedule of values and the payment application process.
- I. Maintenance Contract: For approval, provide a complete maintenance agreement as defined in section 1.8 Maintenance. Maintenance contract submissions are due 14 (fourteen) days prior to the bid submission.
- J. Maintenance Control Plan: For approval, provide a detailed, product specific, maintenance control plan. This document shall include all necessary instructions, procedures and frequencies needed to test, maintain and repair the equipment in accordance with the manufacturer's direction.

1.7 PERMITS, TESTING AND INSPECTION

- A. Perform all tests required by the applicable codes and standards.
 - Final safety and acceptance tests will be witnessed by OBO Elevator Management. Scheduling notifications for testing are required fifteen (15) business days in advance. The contractor shall provide any necessary test weights and fixtures.

1.8 MAINTENANCE

Provide one (1) year maintenance and warranty service. This maintenance service shall be "full-service" including preventive maintenance (adjust, clean, lubricate, etc.) and repairs. Pricing for this service shall be inclusive to the bid price and contain both labor and materials. These services shall include the following features.

- A. Monthly systematic examinations and adjustment of the equipment, exclusive of call back service visits.
- B. Cleaning, lubricating, adjusting, repairing and replacing of all parts as necessary to keep the equipment in proper working order and as required to maintain the performance standards set forth in this specification.
- C. There will no charge for the replacement of malfunctioning parts.
- D. Repairs, renewals and replacements shall be made by Contractor within a reasonable time "reasonable time" requires that positive corrective action be taken within twenty-four (24) hours from Contractor's notification. Renewals and replacements shall be made with new and genuine parts supplied by the Original Equipment Manufacturer (OEM).
- E. Provide twenty-four (24) hour emergency service to address operational interruptions or shut downs. Emergency service requires qualified elevator personnel to respond within two hours (one hour or sooner if the Contractor is advised of an entrapment).
- F. Use competent personnel, supervised and employed by the OEM or its representative. .

- G. No elevator shall be out of service for more than twenty-four (24) hours unless approved by the facility manager.
- H. Perform maintenance, including emergency callback service, at no additional cost to the Government.

2.0 PRODUCTS

2.1 SUMMARY: ELEVATOR TECHNICAL PROFILE

Quantity:	One (1) traction elevator, MRL design.
Car designation:	Elevator #1
Capacity:	Car # 1 = 550 kg (1200 lbs)
Class loading:	Class A loading.
Rated speed:	Pass Car #1= .50m/s (100fpm)
Suspension means:	Provide new.
Machine:	Provide new.
Machine location:	Provide new MRL located in the hoistway (well).
Machine Motors:	Provide new.
Governor:	Provide new.
Governor tail sheave	Provide new with slack rope switch.
Operational control:	Provide new solid state.
Motor control:	Provide new Variable Voltage Variable Frequency control (VVVF)
Power characteristics:	Retain Existing 380 volts, 3 phase, 50hz
Stops:	Retain existing four (4).
Openings:	Retain existing four (4).
Floors served:	1, 2,3,4
Travel:	Retain existing
Platform:	Provide new.

Landing Entrance size:	Retain existing.
Landing entrance jambs:	Provide new
Landing Entrance type:	Retain existing swing door style
Car Door operation:	Provide new power operated closed loop
Car Door protection:	Provide new, full height, infra red door protection.
Car Doors:	Provide new, brushed stainless steel.
Car Door Equipment:	Provide new.
Safety Gear:	Provide new.
Guide rails:	Provide new.
Roller / Slide Guides:	Provide new.
Buffers:	Provide new.
Car enclosure:	Provide new premium standard package with minimum dimensions of 4 feet (1219.2mm) wide x 5 feet (1524mm)deep.
Signal fixtures:	Provide new with LED bulbs.
Hall (Landing) stations:	Provide new with LED bulbs.
Car operating panels	Provide new stainless steel with LED bulbs.
Car position indicators:	Provide new digital PI integral to the car operating panel.
Hall (Landing) lanterns:	Provide new lanterns with LED bulbs.
Hall (Landing) car position indicator:	Provide new digital position indicator (PI) integral to the hall station.
Communication systems:	Provide new hands free emergency phone integrated into the new car operating panel.
Hoistway Communication system	Provide new three way communication for service.
Traveling Cables:	Provide new

Additional features

- Provide that the elevator will respond to automatic firefighters' operation to include main and alternate floor return with connections to elevator lobby, hoistway, and machine space smoke detectors.

- Provide new: accessibility signage
- Provide new 3 speed exhaust fan
- Provide tamper proof fasteners for all fasteners exposed to the public.
- Provide signage engraving filled with black paint or an approved an etching process.

2.2 MATERIALS:

A. Steel:

1. Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel, complying with ASTM A366, matte finish.
2. Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled, complying with ASTM A568 and A569.
3. Structural Steel Shapes and Plates: ASTM A36.

B. Stainless Steel: Type 302 or 304 complying with ASTM A167, with standard tempers and hardness required for fabrication, strength and durability. Apply mechanical finish on fabricated work in the locations shown or specified, (Federal Standard and NAAMM nomenclature), with texture and reflectivity required to match Post's requirements. Protect with adhesive paper covering.

C. All brushed stainless steel shall be a No. 6, satin finish.

D. Plastic Laminate: ASTM E84 Class A and NEMA LD 3.1, Fire-Rated Grade (GP-50), Type 7, 1.27 mm (0.05 in.) ± 0.127 mm (0.005 in.) thick, color and texture as follows;

1. Exposed Surfaces: Color and texture selected by Post.
2. Concealed Surfaces: Provider's standard color and finish.
3. Fire-Retardant Treated Particle Board Panels: Minimum 19 mm (0.74in) thick base for natural finished wood and plastic laminate veneered panels, edged and faced as shown, provided with suitable anti-warp backing; meet ASTM E84 Class "T" rating with a flame-spread rating of twenty-five (25) or less, registered with Local Authorities for elevator finish material.

E. Paint: Clean exposed metal parts and assemblies so they are free of oil, grease, scale, and other foreign matter and apply one coat of standard rust-resistant primer. After installation, provide one finish coat of low VOC industrial enamel paint. Galvanized metal need not be painted. All components will be coated except for rails blades.

F. Prime Finish: Clean all metal surfaces receiving a baked enamel paint finish so they are free of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.

G. Baked Enamel Finish: Prime and finish per above (2.3 E and F). Unless specified "prime finish" only, apply three (3) additional coats of enamel in the selected solid color.

2.3 CAR PERFORMANCE

- A. Car Speed: $\pm 3\%$ of contract speed under any loading condition.
- B. Brake Capacity: Safely lower, stop and hold 125% of rated load.
- C. Car leveling accuracy: $\pm 5\text{mm}$ (0.4 in.) under any loading condition. They elevator shall have automatic re-leveling @ $\pm 10\text{mm}$ (0.39 in).
- D. Door Opening Time: Time required from start of opening to fully open.
 - 1. All Automatic Cars = 2 seconds.
 - 2. Door Closing Time: Time required from start of closing to fully closed.
 - 3. All Automatic Cars = 4 seconds
- E. Car Floor-to-Floor Performance Time: 12-14s, measured from the start of the doors closing until the doors are fully open and the car is level and stopped at the next successive floor under any loading condition or travel direction. Measured in seconds.
- F. Car Ride Quality:
 - 1. Acceleration and Deceleration: Smooth constant and not more than $.914 \text{ m/second}^2$ (2.99ft/s^2 .) with an initial ramp between 0.5 and 0.75 second.
 - 2. Sustained Jerk: Not more than 8 feet second^3 (2.438 m/s^3).
 - 3. Car ride shall be smooth and free of vibrations.
 - 4. Airborne Noise: Measured noise level of elevator equipment during operation shall not exceed fifty (50) dBA in elevator lobbies and sixty (60) dBA inside car under any condition including door operation and car ventilation exhaust blower on its highest speed.

2.4 OPERATION CONTROL

- A. Simplex selective collective Microprocessor based:

Elevator operation shall be fully automatic by means of the car and landing buttons. Stops registered by the momentary actuation of the car or landing buttons shall be made in the order in which the landings are reached, in each direction of travel. The first car or landing button actuated shall establish the direction of travel. "UP" landing calls shall be answered while the car is traveling in the up direction and "DOWN" landing calls shall be answered while the car is traveling down. The car shall reverse direction after the uppermost or lowermost car or landing call has been answered, and shall proceed to answer car calls and landing calls registered in the opposite direction of travel.
- B. Firefighters' Operation:

Provide main and alternate landing recall. Provide controls which are capable of providing automatic recall functions. Testing of these functions will occur at final acceptance. Program the recall floors as follows:

 - 1. Main recall landing to be lowest level "1"
 - 2. Alternate landing recall to be "2" floor

- C. Card-Readers: Card readers are not required. However provisions for future card readers shall be provided.
- D. Load Weighing: Provide new.
- E. Access operation: Provide new with access key switches located in the door jamb
- F. Door Operation: door operation shall be automatic with nudging operation and adjustable parameters.
- G. Standby Lighting and Alarm: Provide a car mounted battery unit with an integrated solid state charger used to operate the alarm bell and car emergency LED lighting in the event of a power loss. The battery will be rechargeable with minimum five (5)-year life expectancy. Provide a constant pressure test button in the service compartment of the car operating panel. Provide standby lighting which is integral with a portion of normal car lighting system.

2.5 CONTROL EQUIPMENT

A. Motor Controls

1. Provide a solid-state, closed loop, alternating current, variable voltage, variable frequency (VVVFAC), programmable motor controller (drive).
2. Design the unit to limit current, and suppress noise.
3. Suppress solid-state converter noises, radio frequency interference, and eliminate regenerative transients induced into the mainline feeders or the building standby power generator.

B. Controller:

1. The controller shall be CE/UL/CSA labeled.
2. **Compartment:** Securely mount all assemblies, power supplies, chassis switches, relays, etc., on a substantial, self-supporting steel frame. Completely enclose the equipment with covers. Provide a means to prevent overheating. The main controller shall be located in the hoistway.
3. **Maintenance Access Panel:** Provide a remotely mounted maintenance access panel (MAP). The MAP shall have basic diagnostic and inspection operations as a minimum. The MAP shall be located at the lowest landing, in the machine room that once housed the old controller equipment.
4. **Diagnostic Tools and Software:** The controls shall have on-board diagnostic capabilities eliminating the need for special tools and software. Controllers which require external devices for routine troubleshooting are strictly prohibited.
5. **Relays and Contactors:** Relays and contactors shall be of serviceable or replaceable type. Devices which are permanently embedded are strictly prohibited.

C. MICROPROCESSOR AND RELATED HARDWARE.

1. Provide built-in noise suppression devices which provide a high level of noise immunity on all solid-state hardware and devices.
2. Provide power supplies with noise suppression devices and integral fused protection.
3. Isolate inputs from external devices (such as pushbuttons) with opto-isolation modules.
4. Design control circuits with one leg of the power supply grounded.
5. Safety circuits shall not be affected by accidental grounding of any part of the system.
6. The system shall automatically restart when power is restored.

7. System memory shall be retained in the event of power failure or disturbance and shall not be retained via a battery powered storage device. Information shall be permanently retained.
8. Equipment shall be provided with Electro Magnetic Interference (EMI) shielding.
9. Wiring: Provide CE/CSA labeled copper for factory wiring. Neatly route all wiring and securely attach wiring connections to studs or terminals.
10. Permanently mark components (relays, fuses, PC boards, etc.) with symbols shown on wiring diagrams.

2.6 HOISTWAY EQUIPMENT

A. Sheaves and sealed bearings:

1. Provide new sheaves with maintenance free, sealed bearings. Mount sheaves to the machine and structural members with manufacturer approved hardware. Pillow blocks shall be “double-nutted” and mounted using a grade 5 or equivalent hardware. Beveled washers are required for through flange mountings in structural beams and channels.

B. Gearless Traction Hoist Machine – MRL

1. Provide an Alternating Current induction type or Permanent Magnet Synchronous Motor (P.M.S.M.) Variable Voltage Variable Frequency Alternating Current (VVVFAC) gearless traction type motor with brake. Mounting shall be such that the drive sheave and deflector sheave are in proper alignment on a common, isolated, machine support frame in the overhead.
2. Provide a hoist machine mounted, direct drive, digital, closed-loop, velocity encoder. Encoder wiring shall be provided in a separate, isolated conduit and maintain adequate clearance to other voltage sources which induce noise (EMF). When necessary, if crossing a noise inducing voltage source, conduits shall be arranged 90 degrees to each other.
3. The hoist machine shall be equipped with a secondary emergency brake. The second brake shall be clearly labeled “Emergency Brake” and shall provide protection against unintended motion and ascending car over-speed. The operation of the emergency brake will be automatic and shall be automatically reset when a loss of power causes its engagement. Operation of the emergency brake through normal means will require a manual reset.

C. Counterweight: Counterweight designs with reduced profile counterweights are preferred. Should the submitted design rely on a counterweight, it shall be designed to accommodate the largest elevator car and maximize hoistway space utilization. If a counterweight is provided it shall conform to the following:

1. Provide a new steel counterweight frame with metal weights.
2. Weights shall be secured in the frame with thru rods or bolted brackets to keep weights from rattling and becoming dislodged.
3. Provide new rigidly mounted guide shoes or roller guides with replaceable inserts or rollers.

D. Car and Counterweight Rails: Provide new rails and brackets according to the manufacturers design. Rails shall be installed plumb, square and with a consistent distance between guides

(DBG). Rail fastenings will be such that the assembly is stable and rigid with no deflection during operation, testing and safety engagement. Rails joints shall be filed smooth and free from notable transitions.

- E. Counterweight Guard: Provide a new counterweight guard.
- F. Governor: Provide a new bidirectional governor with an over-speed switch and remote reset.
- G. Governor Rope Tensioning Sheaves: Provide a new sheave and support frame on the pit floor or guide rail. Provide a frame with guides or a pivot point to enable free vertical movement and constant rope tension including a slack rope switch.
- H. Suspension means: Provide new traction suspension means that meet the manufacturers design and specifications for the equipment installed.
- I. Governor Rope: Provide a new governor rope to meet the manufacturer's specification.
- J. Terminal Stopping: Provide new shaft limit switches.

2.7 ELECTRICAL WIRING AND WIRING CONNECTIONS:

- A. Provide copper wiring throughout. Conductors shall be individually coded and connections made on identified studs or terminal blocks. Termination points shall correspond to the provided wiring diagrams. Provide 10% spare conductors throughout. Identify spare conductors at termination points.
- B. Conduit: All wiring shall be installed in painted or galvanized steel conduit or channel, Electrical Mechanical Tubing (EMT) or duct. Conduit shall be adequately supported, installed plumb and level, and supplied with appropriate fittings for termination at devices. Conduit size, 19 mm (0.74in.) minimum. Flexible conduit is permitted in lengths of 1.8m (6 feet) or less. Flexible heavy-duty service cord may be used between fixed car wiring and car door switches for door protective devices.
- C. Traveling Cables: Provide new traveling cables with flame and moisture-resistant outer covers. Hang traveling cables in a manner that will prevent rubbing or chafing against the hoistway or equipment within the hoistway. Separate and clearly identify spare wires at both termination points.
- D. Auxiliary Wiring: Connect the emergency phone to the building phone line.
- E. Provide pre-transfer timing capability from emergency power to normal power.

2.8 HOISTWAY ENTRANCES, DOORS, AND DOOR EQUIPMENT

- A. Hoistway Sills: Provide new stainless steel sills.
- B. Hoistway Entrances and Doors: Provide new brushed stainless steel hoistway doors and door jamb assemblies.

C. Entrance Equipment:

1. Provide new cold drawn carbon steel hoistway door tracks with self lubricating, replaceable hanger roller assemblies. Rollers shall have sealed ball bearings and nylon rolling surfaces. All hanger rollers are to be equipped with up-thrust prevention.
2. Provide new headers and supporting struts for each entrance. Anchor the structure to the existing sill, door frame and building structure to provide a rigid assembly.
3. Provide new spring style door closers at all landings.
4. Provide new landing door interlocks at all floors.
5. Provide new galvanized hoistway fascia as required by Code.
6. Stencil paint 101.6 mm (4 in.) minimum high floor designations in contrasting color on the inside face of the hoistway doors or hoistway fascia in a location visible from within car.

D. Hoistway Door Panels:

1. Provide new hoistway door panels at each entrance. The door panels shall be fire rated for 1.5 hours. Provide certifying identification tags attached to each door.
2. Each hoistway entrance shall have provisions for access to the door release via a stainless steel escutcheon.
3. Hoistway door panels shall be brushed stainless steel finished to match the stainless steel entrance jambs as approved.
4. Provide new rubber astragals on leading edges for center parting doors.
5. Provide a minimum of two (2) gibs per panel (one at leading and one at trailing edge) which penetrate the sill groove the entire length of door travel.
6. Provide new secondary retainers at the bottom of each panel (excluding swing doors).
7. Sight Guards: Provide new, 16 gauge, sight guards in the same material and finish as the hoistway entrance door panels. Construct without sharp edges (excluding swing doors).

2.9 CAR EQUIPMENT

- A. Platform and Sling: Provide a new car platform and sling which is compatible with the MRL design. Provide a minimum of ¾" marine grade plywood for the decking. The bottom of the platform shall be fire rated. Provide the code require crosshead data plate permanently attached on the front of the crosshead.
- B. Safety Gear Device: Provide new safety gear.
- C. Car Guides: Provide new rigidly mounted slide guides with replaceable inserts. The car shall be centered in the rails.
- D. Work light and duplex plug receptacle: Provide a new GFCI protected outlet and work light on the car top. Include on/off switch and a light guard.
- E. Car top inspection station: Provide a new car top inspection station consisting of an "inspection and normal" operation toggle switch, a mushroom style stop switch, individual up and down buttons, and a common run (safety) button.
- F. Car door equipment:

1. Provide new hanger rollers with neoprene roller surfaces. Adjust eccentric up-thrust rollers for minimum clearance.
2. Provide a new, formed, cold-drawn removable steel track with a smooth roller contact surface.
3. Provide a new steel car door header.
4. Provide new brushed stainless steel car doors.
5. Provide a new car door contact (gate switch).
6. Provide a new car door restricting device (zone lock) that will restrict opening of car door(s) outside unlocking zone.
7. Provide a new closed loop door operator. The operator shall be a medium speed, closed loop door operator capable of opening doors at no less than 0.762 m/s (2.5 ft/s) and accomplish a door reversal in no more than 63.5mm (2.5in.) of door movement. Provide solid-state door control with closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current. Maintain consistent, smooth and quiet door operation at all floors, regardless of door weight or varying air pressure. Provide one door operator programming tool as part of the installation (when required for operator programming/adjusting).
8. Infrared Reopening Device: Black, fully enclosed device with full screen infrared matrix or multiple beams extending vertically along leading edge of each door panel. Device shall prevent doors from closing and reverse doors at normal opening speed if, beams are obstructed while doors are closing, except, during nudging operation. In the event of device failure, provide for automatic shutdown of car at floor level with the doors open.
9. Nudging Operation: After the beams of door control device (door reopening device) are obstructed for a predetermined, adjustable time interval (minimum 20.0 - 25.0 seconds), a warning signal shall sound and doors shall attempt to close with a maximum of 2.5 foot pounds kinetic energy. Activation of the door open button shall override nudging operation and reopen doors.
10. Interrupted Beam Time: When the beams are interrupted during an initial door opening, the doors shall remain (door hold time) open a minimum of 3.0 seconds. When the beams are interrupted after the initial 3.0 seconds door hold time, will reduce to an adjustable time of approximately 1.0 - 1.5 seconds after beams are re-established.
11. Differential Door Time: Provide separately adjustable timers to vary the time that doors remain open after stopping in response to calls.
 - a. Car Call:
Hold open time adjustable between 3.0 and 5.0 seconds.
 - b. Hall Call:
Hold open time adjustable between 5.0 and 8.0 seconds. Use hall call time when car responds to coincidental calls.

2.10 CAR OPERATING PANELS:

- A. Provide a new car operating panel with a brushed stainless steel faceplate and corresponding back-box. Retain the faceplate using tamperproof stainless steel fasteners. .
- B. Provide combination direction arrows and digital position indicators. The new combination position indicators will be located in the car operating panels with a minimum of 50 mm (2 in.) characters.

- C. Communication System: Provide a new code compliant two-way communication device in the car operating panel with automatic dialing, tracking and recall features, supplied with shielded wiring to the controller in the machine room. Provide a dialer with automatic rollover capability that will dial a minimum of two numbers consecutively if one is busy. The first number shall be the Marine Post One.
- D. Identify floor buttons, alarm button, door open button, door close button and emergency call button in a manner suitable for the visually impaired. Identification plates shall be surface mounted. Configure the plates per the latest local building code accessibility standards including Braille. Locate operating controls no higher than 1219.2 mm (48in.) above the cars finished floor; emergency push-to-call and alarm buttons shall be mounted no lower than 889mm (35 in.).
- E. Provide minimum 19 mm (0.74in.) diameter raised or flush floor pushbuttons which activate a LED illumination to indicate a call registration.
- F. Provide an alarm button to ring the emergency alarm bell located on car. Illuminate the button when actuated.
- G. Provide a “door open” button to stop and reopen doors or, to hold the doors in the open position.
- H. Provide a “door close” button to activate the door close cycle. The door close cycle shall not begin until the normal door dwell time for a car or hall call has expired, except firefighters’ operation.
- I. Provide black paint filled (except as noted in section L), engraved or approved etched signage as follows. Provide engraved car numbers on the main car operating panels, located at top of panel: In the car the rated load of the lift in kilograms as well as the number of persons shall be displayed. The minimum height of the characters will be 10 mm for capital letters and numbers, 7mm for small letters.
- J. SERVICE CONTROLS:
Provide the latest EN81 Code Series controls.

2.11 CAR ENCLOSURE

- A. Provide the manufacturers premium standard cab with a steel shell cab enclosure and a finished wood veneer to be chosen by Post. Provide a stainless steel suspended ceiling, with integrated LED cab lighting. Provide new, LED emergency lighting, an automatic car fan, sheet rubber flooring, pad buttons (pins) and quilted nylon cab protective pads. The cab returns and transom shall be made of brushed stainless steel. The new cab enclosure shall be able to accommodate a wheels chair. The car sill shall be stainless steel secured with matching stainless steel fasteners.

2.12 HALL CALL STATIONS

- A. Pushbuttons:
 - 1. Provide a new hall call riser with flush mounted faceplates for each landing. Restore wall finish without demarcation “as new” finish. Mount push buttons 1.07m (42 in.) above the finished floors.

2. Include tamperproof LED lighted pushbuttons for each direction of travel which illuminate to indicate call registration. Include approved engraved messages and pictorial representations, prohibiting the use of the elevators during a fire or other emergency situation as part of faceplate. The pushbutton design shall match the car operating panel pushbuttons.

2.13 SIGNALS

- A. Provide new combination direction arrows and position indicators integral to the new hall stations. Provide one at each entrance to indicate travel direction of the arriving car. Illuminate up or down LED lights and sound a tone once for up and twice for down direction prior to the cars arrival at the floor (advanced notification). Sound levels shall be adjustable from twenty to eighty (20 – 80) dBA measured at 1.5 m (4.92ft.) from in front of the hall control station and 91 mm (3.58in.) above the floor.
- B. Car Position Indicator: Alpha-numeric digital indicator containing floor designations and direction arrows a minimum of 25 mm (2in.) high to indicate floor served and direction of car travel.
- C. Hall Position Indicator: Alpha-numeric digital indicator containing floor designations and direction arrows a minimum of 25 mm (2in.) high to indicate floor served and direction of car travel. Mount integral with hall stations at all floors.
 - a. Faceplate Material and Finish: No. 6 stainless steel finishes for all fixtures.
- D. Floor Passing Tone: Provide an adjustable audible tone of no less than twenty (20) decibels which sounds as the car passes or stops at a floor.

2.14 SEISMIC OPERATIONS AND EQUIPMENT

- A. OBO ISC 2009 Overseas Buildings Operations – International Code supplement states Lisbon, Portugal as Seismic Zone “2B”.

3.0 EXECUTION

3.1 Site Condition Inspection

- A. Prior to the installation of new equipment, examine the hoistway and machine spaces to verify that no irregularities exist which will affect the execution of the work specified. Do not proceed with the installation until identified variations have been resolved by an OBO approved method.

3.2 Product Delivery, Storage and Handling

- A. Deliver material in the manufacturer’s original, unopened protective packaging.
- B. Store the new materials in the original protective packaging to prevent soiling, physical damage, and moisture intrusion.
- C. Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.

3.3 Installation

- A. Install all equipment in accordance with manufacturer's instructions, referenced Codes, this specification and approved submittals.
- B. Install machine space equipment with access clearances in accordance with applicable Codes and this specification.
- C. Install all equipment so it may be easily removed for maintenance and repair.
- D. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- E. Remove oil, grease, scale, and other foreign matter from all equipment and apply one coat of machinery enamel. Protect parts intended to move freely from paint intrusion (example: brake pins.)
- F. All exposed equipment and metal work installed as part of this work which does not have an architectural finish shall be protected with paint.
- G. Neatly touch up damaged factory-painted surfaces with original paint colors. Protect machine-finish surfaces against corrosion.
- H. Where intended, installations shall be true, plumb and substantially flush at the discretion and approval of OBO.

3.4 Field Quality Control

- A. Work at the jobsite will be routinely checked during the course of the installation. It is required that the contractor fully cooperate with the reviewing personnel. Any deficiencies identified during the course of periodic site surveys shall be corrected immediately and prior to any further work continuation.

3.5 Adjustments

Install rails plumb and align vertically with total deviation of less than 1.58 mm (0.063in) in 30.5 m (100ft.). Secure joints without gaps and file any irregularities to a smooth surface.

- A. Dynamically balance car for optimum performance.
- B. Lubricate all equipment in accordance with manufacturer's instructions.
- C. Adjust motors, power conversion units, brakes, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

3.6 Cleanup

- A. Keep work areas orderly and free from debris during the progression of the project. Remove packaging materials, trash, and debris on a daily basis; to be disposed of in an environmentally friendly manner.
- B. Remove all loose materials and filings resulting from work.
- C. Clean the machine room equipment and floor.
- D. Clean hoistways, car, car enclosure, entrances, operating and signal fixtures just prior to handover.

3.7 Acceptance Review and Tests

- A. Acceptance Review:
 - 1. All work shall be subject to an acceptance review prior to final acceptance. The Provider shall perform a review and evaluation of all aspects of the work prior to requesting OBO's final review. Work shall be considered ready for OBO's final contract compliance review when copies of Provider's test and review sheets are submitted and approved and the elevator (s) deemed ready for testing and subsequent service.
 - 2. The contractor shall furnish any labor, materials, and equipment necessary for the review.
 - 3. OBO's written list of observed deficiencies will be submitted to the Provider for corrective action. OBO's review shall include the following evaluations as a minimum:
 - a. Workmanship and compliance with the Contract Documents.
 - b. Verification of contract speed, capacity, floor-to-floor, and door performance relative to the Contract Documents.
 - c. Satisfactory performance of the following:
 - (a) Starting, accelerating, running
 - (b) Decelerating, stopping accuracy
 - (c) Door operation and closing force
 - (d) Equipment noise levels
 - (e) Signal fixture utility
 - (f) Overall ride quality
 - (g) Performance of door control devices
 - (h) Operations of emergency two-way communication device
 - (i) Operations of firefighters' service
 - (j) Operations of special security features and floor lock-off provisions
 - (k) Measured motor and drive currents
- B. Test Results:
 - 1. In all test conditions, obtain specified contract speed, performance times, stopping accuracy without re-leveling, and ride quality to satisfaction of the OBO. Tests shall be conducted under both no load and full load conditions. The temperature rise in motor windings will be limited to 50° Celsius (122°F) above ambient. A full-capacity, one (1) hour running test, stopping at each floor for ten (10) seconds in up and down directions may be required.

C. Performance Guarantee:

1. Should OBO identify defects, poor workmanship, variance or noncompliance with applicable codes, standards or the requirements of Contract Documents, the provider shall complete corrective work in an expedient manner to satisfaction of the OBO representative at no cost and shall be subject to the following terms:
 - a. Replace equipment that does not meet Code or Contract Document requirements.
 - b. Perform work and furnish labor, materials, and equipment necessary to meet specified operation and performance.
 - c. Perform retesting required by Governing Code Authority, Purchaser and OBO Representative.
 - d. A follow-up, final contract compliance review shall be performed by the OBO representative after notification by the provider that all deficiencies have been corrected. Provide OBO representative with copies of the initial deficiency report marked to indicate items which the Provider considers complete. If additional reviews are required due to the Provider's gross non-compliance with initial and follow-up deficiency reports, the OBO representative shall bill the Provider at normal billing rates and expenses, and the Provider acknowledges it will pay for additional compliance reviews.

3.8 Contract Closeout

A. Maintenance Manuals:

1. Provide four sets of approved manuals as described in section 1.6. The manuals shall be neatly bound with all written information necessary to properly maintain and adjustment of equipment. Supply two (2) hard copies in English, two (2) hard copies in the local language and one (1) electronic reproducible master in a PDF format.

B. Wiring Diagrams:

1. Provide straight-line wiring diagrams of all "as-installed" elevator circuits. Provide one additional electronic set as a reproducible master in a PDF format. Maintain all drawing sets with the addition of all subsequent changes. These diagrams are the Purchaser's property.

C. Keys:

1. Provide four (4) sets of keys for all switches and control features. Each key shall be numbered and tagged with its function. Provide a (3) copies of a detailed key legend clearing identifying the key number and its corresponding function.

D. Provide upgrades and/or revisions of software during the progress of the work, warranty period and the term of any ongoing maintenance agreement between the Purchaser and Provider.

E. Inclusive to the contract provide detailed "As Built" drawings of all areas/disciplines affected by the scope of work including, but not limited to: elevator machine spaces, hoistways, lobbies. Provide "As Built" drawings for elevator equipment, fire alarm equipment, electrical equipment, fire barriers, doors and access equipment, plumbing equipment, and structural systems. Provide both electronic and hard copies.

END OF SECTION

ATTACHMENT 1

Elevator Replacement Schedule

The contractor shall deliver a detailed work schedule, within three (3) weeks after award indicating:

1. Lead times for material ordering
2. Dates of each material delivery to the site
3. Dates the elevator will be out of service
4. Dates crane will be on-site to place/remove items
5. Dates of substantial completion
6. Dates Punch List will be created
7. Dates Punch List items will be corrected
8. Dates of final completion

ATTACHMENT 2

SAMPLE LETTER OF BANK GUARANTY

Place []]
Date []]

Contracting Officer
U.S. Embassy, *[Post name]*
[Mailing Address]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of ***[Amount equal to 50% of the contract price in EUROS during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]***, which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract ***[contract number]*** for ***[description of work]*** at ***[location of work]*** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and ***[name of contractor]*** of ***[address of contractor]*** on ***[contract date]***, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: *[Name]*

Address: _____ Location: _____

Representative(s): _____ State of Inc.: _____

_____ Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT 3
GOVERNMENT FURNISHED PROPERTY

ELECTRICITY

SECTION 2 - CONTRACT CLAUSES

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012), is incorporated by reference.

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 (JAN 2013)

(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:

[Contracting Officer check as appropriate.]

___ (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](#))).

___ (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.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (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](#)).

___ (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).

- __ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- __ (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](#)).
- __ (11) [Reserved]
- __ (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).
- __ (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](#).
- __ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (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](#).
- __ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- __ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (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](#).
- __ (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](#)).
- __ (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](#)).
- __ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- __ (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\(m\)](#)).
- __ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (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 (JUL 2012). (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).
- __ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- __ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 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, 112-42, and 112-43).
 - __ (ii) Alternate I (Mar 2012) of [52.225-3](#).
 - __ (iii) Alternate II (Mar 2012) of [52.225-3](#).
 - __ (iv) Alternate III (Nov 2012) of [52.225-3](#).
- __ (41) [52.225-5](#), Trade Agreements (Nov 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).
- __ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (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](#)).

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

___ (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](#).

(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:

[*Contracting Officer check as appropriate.*]

___ (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) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) [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) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(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 (JUL 2012).

(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 the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> 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>
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

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

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. 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 September 30 of the current calendar year, 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 2 copies 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).

*American Embassy
C/O FMO
Avenida das Forças Armadas
1649-044 Lisboa*

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:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during week days from 8:00 am to 5:00 pm except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

- a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Liberty Day
May Day
Memorial Day
Portugal Day
St. Anthony's Day
Independence Day
Assumption Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Feast of Immaculate Conception
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

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 **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.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

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:
- A.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.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - (3) List of clients, demonstrating prior experience with relevant past performance information and references;
 - (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
 - (6) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
 - (7) A copy of the Certificate of Insurance, or
 - (8) A statement that the contractor 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>
52.214-34	Submission of Offers in the English Language (APR 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Dec 2012)
52.237-1	Site Visit (APR 1984)

The site visit will be held on August 8, 2013 at 2.30 pm at Chief of Mission Residence, Rua do Sacramento à Lapa, 18, Lisboa. Prospective offerors/quoters should contact LisbonProcure@state.gov for additional information or to arrange entry to the building.

The following DOSAR provision(s) is/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, Anthony Loh at +351 21 770 2500. 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.

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 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 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
 - be 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).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (DEC 2012).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the

Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, or is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, or is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, or is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, or is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, or is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR [52.219-25](#), *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It ___ has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.