Prospective Offerors

Subject: Request for Quotations number 19-PK50-22-Q-7005 of Preventive Maintenance Services for Freight and Passenger Elevators at U.S. Consulate General, Lahore Pakistan.

Enclosed is a Request for Quotations (RFQ) for Preventive Maintenance Services for Freight and Passenger Elevators. 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.

If you intend to submit a quotation, you should thoroughly examine all documents contained in the contract solicitation package. The Consulate intends to conduct a site visit and it will be held on July 18, 2022 at 1200 hrs. PST. Those Offerers who are interested in attending the site visit must e-mail: LahoreProcurementDL@state.gov on or before 1630 hrs. on July 14, 2022, till 1630 PST. A maximum of two persons from one firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide the full names of participant(s) (as written on CNIC), CNIC numbers and particulars of vehicle to be used (make, model, color, and registration number).

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed (19-PK50-22-Q-7005)" to GSO Procurement, US Consulate General, 50-Empress Road, Lahore on or before August 2, 2022, by 1630hrs. PST. No quotation will be accepted after this time.

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

1. SF-1449
2. Section 1 pricing.
3. Section 5, Representations and Certifications.
4. Additional information as required in Section 3.
5. Technical Proposal and Company Profile
6. Certifications of the Relevant Elevators
7. Portfolio of the Relevant Technicians and Representatives.

Direct any questions regarding this solicitation to Ramon M. Olivier by letter or by telephone +92-42-3603-4000 during regular business hours.

Sincerely,

Ramon M. Olivier
Contracting Officer
Title: Solicitation for Maintenance Services of Elevators at CGOB

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Base Year Price</th>
<th>First Option Year Price</th>
<th>Second Option Year Price</th>
<th>Third Option Year Price</th>
<th>Fourth Option Year Price</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>L.S. Annual</td>
<td>L.S. Annual</td>
<td>L.S. Annual</td>
<td>L.S. Annual</td>
<td>L.S. Annual</td>
<td></td>
</tr>
</tbody>
</table>

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ENCLOSED COPIES 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.

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: Ramon M. Olivier

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Ramon M. Olivier

---

**Page 1 of 7**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

**OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

2. CONTRACT NO. 19-PK50-22-Q-7005

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE June 22, 2022

7. FOR SOLICITATION INFORMATION CALL Ramon M. Olivier

8. OFFER DUE DATE/L当地时间 August 2, 2022/ 1630 hours

9. ISSUED BY Contracting Officer

American Consulate General

Lahore

10. THIS ACQUISITION IS

- UNRESTRICTED
- SET ASIDE % FOR SMALL BUSINESS
- EMERGING SMALL BUSINESS
- HUBZONE SMALL BUSINESS
- SMALL BUSINESS
- SERVICE DISABLED VETERAN OWNED
- 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

12. DISCOUNT

13a. THIS CONTRACT IS A RATED ORDER

13b. RATING

14. METHOD OF SOLICITATION

RFQ IFB RFP

15. DELIVER TO: U.S. Consulate General 50-Empress Road Lahore-54000, Pakistan

16. Administered by: Financial Management Officer (FMO) American Consulate General 50-Empress Road Lahore-54000, Pakistan

17a. CONTRACTOR/OFFEROR CODE 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY Financial Management Officer (FMO) American Consulate General 50-Empress Road Lahore-54000, Pakistan

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED "SEE ADDENDUM"

19. ITEM NO. SCHEDULE OF SUPPLIES/SERVICES

20. QUANTITY

21. UNIT PRICE

22. AMOUNT

23.

24.

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED.

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---

**STANDARD FORM 1449** (REV3/2005) PREVIOUS EDITION

IS NOT USABLE Computer Generated

Prescribed by GSA - FAR (48 CFR) 53.212

Solicitation No.: 19-PK50-22-Q-7005

Title: Solicitation for Maintenance Services of Elevators at CGOB

1
## 20. SCHEDULE OF SUPPLIES/SERVICES

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>21. QUANTITY</th>
<th>22. UNIT</th>
<th>23. UNIT PRICE</th>
<th>24. AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 32a. QUANTITY IN COLUMN 21 HAS BEEN

- [ ] RECEIVED
- [ ] INSPECTED
- [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: __________________________

### 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

<table>
<thead>
<tr>
<th>32c DATE</th>
<th>32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

<table>
<thead>
<tr>
<th>32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### 33. SHIP NUMBER

<table>
<thead>
<tr>
<th>34. VOUCHER NUMBER</th>
<th>35. AMOUNT VERIFIED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 36. PAYMENT

<table>
<thead>
<tr>
<th>37. CHECK NUMBER</th>
<th>38. COMPLETE</th>
<th>39. PARTIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 40. PAID BY

<table>
<thead>
<tr>
<th>41. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### 42a. RECEIVED BY (PRINT)

<table>
<thead>
<tr>
<th>42b RECEIVED AT (Location)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### 42c. DATE REC’D (Y/Y/M/DD)

<table>
<thead>
<tr>
<th>42d. TOTAL CONTAINERS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
TABLE OF CONTENTS

Section 1 - The Schedule

- SF 18 or SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number 19-PK50-22-Q-7005, Prices, Block 23
- Continuation To SF-1449, RFQ Number 19-PK50-22-Q-7005, Schedule of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 – List of Elevators
- Attachment 2 – Annual No Load Testing
- Attachment 3 – 5 year Full Load Testing
- Attachment 4 – Maintenance Checklist Samples

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
SECTION 1 - THE SCHEDULE

Continuation/Addendum to SF-1449, RFQ Number 19-PK50-22-Q-7005
PRICES, BLOCK 23

1.0 DESCRIPTION

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

2.0 PRICING

2.1 VALUE ADDED TAX

Since Value Added Tax (VAT) is not levied in Pakistan so should not be applicable to this contract and shall not be included in the CLIN rates.

2.2 Base Year – September 30, 2022 to September 29, 2023

The Contractor shall perform load test and provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Monthly Price PKR</th>
<th>x Month</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Routine monthly maintenance for Freight Elevator described in Attachment 1</td>
<td></td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Routine monthly maintenance for Passenger Elevator described in Attachment 1</td>
<td></td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

Grand Total (Base Year)

2.3 Option Year 1- September 30, 2023 to September 29, 2024

The Contractor shall provide the services shown below for Option Year 1, starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Monthly Price PKR</th>
<th>x Month</th>
<th>Annual Total</th>
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<td></td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

Grand Total (Option Year 1)
### Option Year 2- September 30, 2024 to September 29, 2025

The Contractor shall provide the services shown below for Option Year 2, starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Monthly Price PKR</th>
<th>x Month</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Routine monthly maintenance for Passenger Elevator described in Attachment 1</td>
<td></td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total (Option Year 2)**

### Option Year 3- September 30, 2025 to September 29, 2026

The Contractor shall provide the services shown below for Option Year 3, starting three years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Monthly Price PKR</th>
<th>x Month</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Routine monthly maintenance for Freight Elevator described in Attachment 1</td>
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</tr>
<tr>
<td>2</td>
<td>Routine monthly maintenance for Passenger Elevator described in Attachment 1</td>
<td></td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total (Option Year 3)**

### Option Year 4- September 30, 2026 to September 29, 2027

The Contractor shall provide the services shown below for Option Year 4, starting four years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Monthly Price PKR</th>
<th>x Month</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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<td>Routine monthly maintenance for Passenger Elevator described in Attachment 1</td>
<td></td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total (Option Year 4)**
2.7 GRAND TOTAL ESTIMATED CONTRACT AMOUNT
The Grand Total Contract Amount for the base and all optional periods of performance is:

Base Year ________________________________________________

Option Year 1 ____________________________________________

Option Year 2 ____________________________________________

Option Year 3 ____________________________________________

Option Year 4 ____________________________________________

Grand Total for Base + Four Option Years: ________________

2.8 Repair option:
Repairs are NOT included under this agreement (see 4.1.3) and are to be done outside this contract. However, we would like to have current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in 4.1.3 any necessary repairs or parts will be submitted for approval and then billed against a separate PO. The Contractor is not approved to do any additional work without approval.

<table>
<thead>
<tr>
<th>Repair Labor Rates</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Service</td>
<td>PKR _________/hr</td>
</tr>
<tr>
<td>Base Year</td>
<td></td>
</tr>
<tr>
<td>Option Year 1</td>
<td>PKR _________/hr</td>
</tr>
<tr>
<td>Option Year 2</td>
<td>PKR _________/hr</td>
</tr>
<tr>
<td>Option Year 3</td>
<td>PKR _________/hr</td>
</tr>
<tr>
<td>Option Year 4</td>
<td>PKR _________/hr</td>
</tr>
</tbody>
</table>

2.9 VALUE ADDED TAX.

Since Value Added Tax (VAT) is not put in Pakistan so should not be applicable to this contract and shall not be included in the CLIN rates.
3.0 NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.
1.0 SCOPE OF WORK

The US Consulate General Lahore requires a manufacturer authorized service provider /Contractor to maintain the elevators identified in Attachment 1 in safe, reliable, and efficient operating condition. The Contractor shall provide all necessary managerial, administrative, and direct labor personnel, and as well as all necessary transportation, equipment, tools, repair parts, supplies and materials required to perform all inspections, maintenance, repair, and component replacement as required to maintain the elevators in accordance with the manufacturer's specifications. Under this contract the Contractor shall provide:

- The services of a trained elevator mechanic on a monthly basis to check and repair equipment operation and perform scheduled and preventive maintenance.
- Provide annual no load testing per attachment 2.
- Provide five-year load testing per attachment 3 in Base year.
- 24 hours/day, 7 days/week emergency response service.
- Appropriate, same day, service in response to an elevator malfunction trouble call.
- After-hours emergency minor adjustment callback service

The US Consulate General Lahore agrees to purchase or maintain at its own cost, all necessary spares and replacement parts. These parts and/or replacements are to be made freely available to the vendor when in judgement they are required. Performance and responsibilities under this contract are associated with the availability of such materials, notwithstanding that vendor will provide those spare parts from his stock if available with them. This will be charged at additional cost. The Government has the option to accept or reject the Contractor’s quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence. It is agreed that the vendor will not assume possession or management of any part of the equipment, but he can take the equipment to his workshop for extensive repair, if required with approval of COR.

2.0 HOURS OF PERFORMANCE

The Contractor shall schedule all routine maintenance and repair work during normal building hours which are defined as 8:00 to 16:30 Monday to Friday, excluding local and American holidays, unless approved in advance by the Contracting Officer's Representative (COR).

3.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

3.1 General. The Contractor shall designate a representative who shall supervise the Contractor's elevator mechanics and be the Contractor's liaison with the American Embassy/Consulate. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the elevators' hoist ways, lobbies and machine rooms, either with or without Security escorts, only with specific permission by either the Contracting Officer or the COR.
3.2 Personnel security. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization. The Government shall issue identity cards to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property or while on duty at private residences serviced under this contract. These identity cards are the property of the Government. The Contractor shall return all identity cards when the contract is completed, when a Contractor’s employee leaves this contract, or at the request of the Government.

3.3 Standards of conduct

3.3.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary.

Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

3.3.2 Uniforms and Personal Equipment. The Contractor’s employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer’s Representative (COR). The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

3.3.3 Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

3.3.4 The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

3.3.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

3.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

3.3.7 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, or other areas,
for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where the Government determines that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

4.0 GENERAL WORK REQUIREMENTS

4.1 Elevator Cleanliness

4.1.1 Car top shall be free of debris, lint and lubricants. Pans, securely fastened in place, shall be provided under the door operator and rope hitches, if necessary. Assessment of cleanliness shall be based on minimum fire hazard and freedom from lubricant and dirt that could be tracked through the building or could constitute an unsafe surface for a person on the car top. A vacuumed surface free from lubricants shall be satisfactory. Material must not be stored on the car top. All equipment on the car top, including flexible cords, must be securely fastened to prevent snagging or falling from the car.

4.1.2 Pit area shall be dry and free from rubbish or lubricants. Rusted pit equipment shall be cleaned and painted or replaced if severely damaged. See ASME A17.1, Section 8.6.4.7.

4.1.3 Hoistway, Rails and Counterweight: Dirt, lint and excess oil in hoistway, particularly on the rails, shall be removed. The counterweight, the rear of sills and headers shall be clear of dirt accumulation. The bottom and sides of the car shall be free of oil and lint.

4.1.4 Machine Room and Equipment: The floor shall be "broom" clean. Selectors and controllers shall be cleaned to remove any accumulation of dirt or lubricants. Electronic components and printed circuit boards may be damaged by cleaning with a blower or compressed air. Follow the manufacturers' procedures.

4.1.4.1 Machines, motors and generators shall be clear of oil leakage, dirt and carbon dust. Some lubricant leakage is normal; however, it shall not be allowed to accumulate.

4.1.4.2 Clean foreign matter collected on the windings that may damage insulation, reduce air flow and eventually result in a burn out, shorts or grounds. Oil and carbon dust that is allowed to accumulate in commutator slots will inhibit proper commutation and may result in bar to bar shorts.

4.1.4.3 Storage Cabinets and areas shall be neat and organized. Storage of soiled wipers (rags) shall be discouraged. The tops of lubricant cans shall be clean and all containers shall be closed by properly fitting covers.

4.2 Elevator Lubrication

4.2.1 Lubricants and schedules recommended by the equipment manufacturer shall be used, unless an engineering evaluation of alternate products has been conducted. Ensure that proper lubrication schedules are being used. Lubricants shall be clean, not gummy or thickened. Grease shall be soft.

4.2.2 Guide shoe pivots and stems shall be free to move.

4.2.3 Rails used with roller guides shall be dry.
4.2.4 Rails used with slide guides must use a lubricant compatible with the safeties.
4.2.5 Rails must be free of oxidized lubricant in the area where the safety jaws apply.
4.2.6 Rail blades shall not be painted when “B” Type safeties are used.
4.2.7 Hoist ropes shall be clean and lubricated in accordance with manufacturer’s specifications.
4.2.8 Manufacturers recommended lubricant shall be used on non-metallic sheave liners.
4.2.9 Brake cores and pivots shall be lubricated per manufacturer's specifications.
4.2.10 Governor ropes shall not be lubricated in the field.
4.2.11 Car safety linkage, governor tension frame and sheaves shall be friction free.
4.2.12 Sleeve bearing 2:1 sheaves shall be carefully examined for proper lubrication.
4.2.13 External gears shall be examined for proper lubrication.
4.2.14 Oil rings and chains must turn and carry oil.
4.2.15 Worm gears must carry oil.
4.2.16 Machine roller and ball bearings shall be lubricated per manufacturer’s specifications.

4.3 Elevator Door Operation

4.3.1 Adjustment:
4.3.1.1 Door system masses must be considered when adjusting the door closing speed to ensure compliance with ASME A17.1 Code requirements. Closing force must be 135 N (30 lb.) or less. The doors shall open and close smoothly, quietly and without slamming. All installed door reopening device(s) shall be fully functional. Reversal shall occur with minimum stroke of safety edge. Light ray shall be operative. Electronic devices shall provide sufficient range to reverse door without physical contact.

4.3.2 Noise Levels:
4.3.2.1 Rattles and squeaks in the door operator linkage and hangers shall be investigated and corrected. Fastenings of drive arms, clutch or vanes shall be tight. Pivots and joints shall be free from excessive wear and be properly lubricated.

4.3.3 Mechanical System:
4.3.3.1 Door gibs, on both car and hall doors shall be securely fastened, have minimum wear, ¼ in. (6.4 mm) sill engagement and equipped with safety tabs. Check for worn sill grooves and doors that rub together.
4.3.3.2 Door rollers and tracks shall be clean, rust free and lubricated as specified. Rollers with loose tires, flat spots, or bad bearings shall be replaced.
4.3.3.3 Up thrusts shall prevent the doors from jumping the track but shall not ride the track. Up thrust roller to track clearance shall not exceed 0.015 in. (0.4 mm). Fastenings shall be locked and rollers must turn freely.
4.3.3.4 Hoistway door closers shall ensure full door closure of the stopped door from any position. Spirator or weight troughs must be tightly fastened and cords (cables) shall have no abrasion or broken wires.
4.3.3.5 Rough tracks shall be made smooth or be replaced.  
4.3.3.6 Relating cables, chains, arms or racks and their fastenings must be tight. Cables with excessive broken wires or abrasion shall be replaced. Sheaves shall turn freely. Inspect for worn sheave grooves and stamped sheaves that are separating.  
4.3.3.7 Hydraulic door checks shall be adjusted to avoid slamming. Some checks function in both the open and close direction. Checks shall be filled to the proper level with the fluid recommended by the manufacturer. Excessive oil leakage shall be corrected and leakage shall be cleaned up.  

4.3.4 Door Operator and Motor:  
4.3.4.1 The door operator shall be reasonably clean. Lubricants shall be in accordance with the manufacturer’s instructions, including oil levels. Oil leaks must be at a minimum since damage to the inside canopy finish may result.  
4.3.4.2 Motor brushes shall be free in the holders and of sufficient length to avoid commutator damage.  
4.3.4.3 Excessive gear backlash and loose or worn belts shall be adjusted or shall have worn parts replaced. All bearings shall be quiet and “fits” shall be tight. Loose set screws, pins or keys shall be corrected.  

4.3.5 Car Door Contact:  
4.3.5.1 The car door contact must make reliably. For automatic elevators, the contact shall be adjusted to limit the clear open space to 2 in. (51 mm) or less. The contact location and design must comply with the ASME A17.1 Code.  

4.3.6 Hoistway Door Interlocks:  
4.3.6.1 Interlocks must be properly maintained to ensure safe and reliable elevator operation.  
4.3.6.2 Contacts shall be free from pitting or burning, wiring connections must be tight and in good condition. The mechanical pivots, engaging rollers and linkage shall operate freely and be lubricated as required. Worn or damaged rollers and linkage shall be repaired or replaced.  

4.4 Elevator Fixtures, Indicators and Buttons
4.4.1 Buttons and Key switches:  
4.4.1.1 Shall have the correct legible markings.  
4.4.1.2 Must not stick or be plugged.  
4.4.1.3 Damaged buttons shall be replaced.  
4.4.2 Indicators and Signals:  
4.4.2.1 Indicator lamps shall illuminate as required. The use of neon lamps, LED or other long life light sources shall be encouraged.  
4.4.2.2 Broken lenses shall be replaced.  
4.4.2.3 Audible indicators shall function.  
4.4.3 General:  
4.4.3.1 Face plates shall be in place and mounted square or plumb.  
4.4.3.2 Fastening screws shall be of the proper type.  
4.4.3.3 Missing screws shall be replaced.
4.5 Elevator Control System

4.5.1 General:
4.5.1.1 Acceleration and stopping shall be smooth and within the design limitations.
4.5.1.2 Controller components shall be clearly identified as shown on wiring diagrams.

4.5.2 Safety Devices:
4.5.2.1 Safety circuits must be fully operational. It is absolutely necessary to test each and every part of this circuit. Particular attention shall be given to the interlocks and car door contacts. Hoistway limits and terminal slowdowns shall have rollers in good condition and turn freely. Mechanically driven speed and position sensors shall be provided with means to detect mechanical failures.
4.5.2.2 Static motion control systems have additional protection requirements. Ensure that they comply with code requirements.
4.5.2.3 Fuses shall be of the proper type and rating as listed on the controller or as listed on the wiring diagram. Time delay fuses shall be used only in the circuits, where specified. Renewable link fuses are not recommended. Wire jumpers must not be installed.

4.5.3 Switch Gear:
4.5.3.1 Contacts shall not be excessively worn and have adequate contact pressure to ensure reliable operation. Pitted contacts shall be dressed or replaced.
4.5.3.2 Shunts must be flexible. Insulation on conductors and end attachments must be in good condition, no broken wires or cracked or hardened sections.
4.5.3.3 Switches or contacts shall not be blocked. Residual guards and shading coils shall not be damaged. Pivot points or pins shall be clean and lubricated as directed by manufacturer’s standards. Kickoff springs in place, not stretched. Discolored encapsulated relays or switches, shall be examined for mechanical or electrical damage.
4.5.3.4 Overload relays shall be tagged indicating test dates and operation parameters. Oil dashpots shall be filled to the specified levels with the recommended fluid. Ensure that the pistons are free to move.
4.5.3.5 Switch gear shall operate quietly and smoothly and shall pull in and drop out properly.

4.5.4 Selectors and Positioning Devices:
4.5.4.1 Selector traveling cables and all movable wiring must be flexible. All terminations shall be secure with insulation and connections in good condition.
4.5.4.2 Selector brushes and contacts shall be examined for wear or pitting and be replaced as necessary.
4.5.4.3 Examine mechanical condition of selectors for bearing wear or failure. Keys and set screws must be tight. Examine for looseness and fretting.
4.5.4.4 Gears, guides and chains must be lubricated, free from rust and evidence of cutting (scoring). Drip pans shall be provided where necessary.
4.5.5 Mechanical Condition:
4.5.5.1 All connections shall be examined for tightness and indications of heating.
4.5.5.2 Controller and selector shall be clean as listed in Paragraph 6.4.
4.5.5.3 Resistors and grids must not be patched. Bands must be properly placed and free from burning. Examine wiring for insulation charring.
4.5.5.4 Resistors and capacitors must be securely and properly mounted to ensure proper heat dissipation. Resistors and capacitors that are mechanically or electrically damaged shall be replaced. Wiring, both field and internal shall be neat and bundled. Temporary wiring shall not be used. Terminal blocks shall be labeled.
4.5.6 Traveling cables shall be in good condition. Minor abrasion may be taped or repaired. Guide wires, beam pads or screens shall be provided if conditions warrant. Traveling cable attachments must be secure.
4.5.7 Wiring Diagrams:
4.5.7.1 Wiring diagrams shall be available, be reasonably clean and in good condition and must match the controller. Changes shall be clearly marked.

4.6 Electric Elevator Mechanical Condition And Adjustment
4.6.1 Worms and Gears:
4.6.1.1 Shall not show abnormal wear, no ridging or scored teeth.
4.6.1.2 Bearings shall run quietly.
4.6.1.3 Some leakage of worm shaft seals is acceptable.
4.6.1.4 Gland packing shall have controlled leakage.
4.6.1.5 Bearings or gears that run at a high temperature shall be investigated.
4.6.2 Drive, Deflector and Secondary Sheaves:
4.6.2.1 Excessive groove wear or damage shall be corrected.
4.6.2.2 Keys and or shrink fits shall not show fretting (rust or corrosion)
4.6.3 Brake Pulley and Coupling:
4.6.3.1 Fits to shafts shall be secure, no fretting at the interface.
4.6.3.2 Flexible couplings shall be tight, all pins and bushings securely in place. Pulley surface shall be smooth, with no excessive scoring.
4.6.4 Brake:
4.6.4.1 Brake switch, if furnished, shall be adjusted to properly open and close the contacts.
4.6.4.2 The linings shall not be worn to the extent that the rivets touch the drum.
4.6.4.3 Brake shoes shall have minimum lift without dragging.
4.6.4.4 Ensure full lift is consistent.
4.6.4.5 Brakes to be adjusted to comply with code requirements.
4.6.5 Motors and Generators:
4.6.5.1 Bearings shall run quietly.
4.6.5.2 DC motor field coils shall not have excessive movement.
4.6.5.3 Electrical connections shall be tight. Look for discoloration.
4.6.5.4 Armature or rotor clearances shall be approximately equal throughout their circumference. Commutators shall run true. Undercutting shall provide clean slots without feather edge mica. Scoring or grooving,
if any, shall be at a minimum.

4.6.5.5 Brushes must be free in holders. Inspect for damage, copper embedment and short brushes.

4.6.5.6 Pin point sparking is normal during acceleration and stopping. Severe arcing shall be investigated.

4.6.5.7 Insulation resistance must be monitored to ensure proper life of electrical equipment. The minimum resistance permissible depends upon the operating voltage and temperature. Wet conditions will reduce insulation resistance as will high humidity. Any leakage to ground less than 1 megaohm needs to be investigated. The use of high voltage meggers or high voltage pulse tests is not recommended. Such testing may result in insulation damage that cannot be readily detected. In most cases, the windings can be field cleaned to restore proper insulation resistance. In extreme cases, the equipment may have to be removed to a qualified shop for steam cleaning, dipping and baking. Care must be taken when painting windings in the field to avoid sealing in lubricants or carbon dust.

4.6.6 Sound Isolation, kick angles, etc.:

4.6.6.1 Sound isolation pads shall be pliable. Check for disintegration, splitting or cracking.

4.6.6.2 Kick angles and tie downs shall be properly in place.

4.6.7 Ropes and Compensating Means:

4.6.7.1 Hoist and compensating ropes shall be equalized.

4.6.7.2 Fastenings must be of an approved type and ends made up as directed by applicable codes.

4.6.7.3 Rope data tags, including resocketing tags for drum machines, are required.

4.6.7.4 Governor ropes must not be lubricated.

4.6.7.5 Wear and wire breaks within limits. Inspect ropes as specified by ASME A17.1.

4.6.7.6 Hoist ropes shall be clean to permit inspection, lightly lubricated to reduce abrasion and corrosion, yet must provide adequate traction, without slippage.

4.6.7.7 Hoist ropes may be restricted from turning as outlined in the ASME A17.1.

4.6.7.8 Compensating means shall be examined for damage and for proper attachment.

4.6.7.9 Check run-by’s and clearances for code compliance.

4.6.8 Compensating Sheave Assembly:

4.6.8.1 Tie down compensation must be properly operating, if furnished.

4.6.8.2 Examine compensating sheave for freedom of movement and uneven grooves. The switch must operate within the limits of compensating sheave travel.

4.6.9 Oil buffers shall be filled with the manufacturer’s specified fluid to the indicated level. Ports shall be covered. Buffer pistons shall be rust free and be provided with corrosion protection. Examine all buffers for full extension. Traveling buffers shall not be pre-compressed.

4.6.10 Buffers shall be properly located and securely fastened in place.
4.6.11 All moving parts of safety mechanisms shall be kept lubricated and free of rust and dirt. The clearance between the safety jaws and the rail shall comply with the applicable code requirement.

4.6.12 Governors system:
   4.6.12.1 Governor shall be kept clean. Jaws shall operate freely and must be clear of obstructions. Rope lead shall be aligned to the jaws. Linkages shall be lubricated and operate freely. Gears, set screws, keys, pins and bearings must have correct fits and minimum wear or backlash. Sheave groove shall be free of foreign matter. Check depth of groove wear that may cause rope to interfere with jaw engagement.
   4.6.12.2 Governor adjustments shall be sealed to prevent tampering. Test tags shall be in place indicating the date of the last test and the person or firm who made the test.
   4.6.12.3 A governor marking plate as required by the applicable code, securely attached to the governor shall list: The tripping speed in feet per minute. The size, material and construction of the governor rope.
   4.6.12.4 Ensure the paint does not interfere with governor operation.
   4.6.12.5 Governor switches shall operate as intended, both mechanically and electrically.
   4.6.12.6 Fly ball governors must clear obstructions that may prevent full extension of the flyballs.
   4.6.12.7 Car rope hitches must be socketed correctly. Rope data shall be furnished.
   4.6.12.8 Governor ropes must not be lubricated.
   4.6.12.9 Governor rope tension frame shall be free to move vertically with rope tensioned as designed. Hold downs shall be adjusted to suit job conditions. Sheave bearings shall be quiet, wear limited to sheave clearance and tolerance. Sheave groove must be free of foreign matter.

4.6.13 Rails and Brackets:
   4.6.13.1 Rail bracket fastenings shall be tight. Masonry walls supporting rail brackets must be structurally sound.
   4.6.13.2 Rail clip bolts must be tight. Sliding clips must be free to move. Sliding clips of the type backed with spring steel clips must be examined for missing or broken spring clips. Fishplate bolts must be tight. Rail backing must be securely fastened.
   4.6.13.3 Check rails for alignment. Building settlement may transfer building load to guide rails.
   4.6.13.4 Check counterweight rails for bracket spacing and spreader brackets, particularly in the pit area.
   4.6.13.5 Rail blades shall be rust free. Blades shall not be painted when Type B safeties are used. Refer to Paragraphs 7.4 and 7.5 and crosshead data plate for lubrication and blade condition.

5.0 SUMMARY OF SERVICES – HYDRAULIC LIFT

5.1 General:
   5.1.1 All general conditions mentioned above are applicable.

5.2 Cleanliness:
5.2.1 Paragraph 4.1 applies.
5.2.2 A suitable container of 5 gal (20 liters) or less capacity shall be provided to collect any leakage from the plunger packing or seal. If packing leakage exceeds 4 gal (16 liters) between scheduled visits, the cause of the leakage shall be investigated and corrected.
5.2.3 The practice of returning oil from the pit container to the tank shall be discouraged. Unless this fluid is carefully filtered, foreign matter may damage the valve(s) or pump(s).
5.2.4 Some jobs will use scavenger pumps to return plunger packing leakage to the tank. The returned oil flow shall be monitored for excessive leakage. Means shall be provided to prevent the returned oil from contamination.
5.2.5 Fluid disposal must be in accordance with government regulations.
5.2.6 The guidelines for the machine apply to the pump and valve unit(s). Generators and DC motors are seldom used on hydraulic elevators.
5.2.7 Oil tanks shall be covered at all times to prevent the entry of dirt and abrasive materials.

5.3 Loss of Hydraulic Fluid:
5.3.1 Environmental regulations contain stringent penalties for contamination of soil and water. This issue is not addressed in these guidelines.
5.3.2 A fluid loss record log shall be maintained. Any loss of hydraulic fluid that cannot be accounted for, shall be investigated. Leak down and pressure tests shall be conducted as specified in ASME A17.1, Sections 8.11.3.2.1 and 8.11.3.2.2 to determine if the hydraulic fluid is leaking underground. Empty oil containers on the job site may indicate that fluid is being lost.
5.3.3 The tank fluid level shall be kept at the indicated level with the car at the bottom landing. Low hydraulic fluid level may cause cavitation resulting in failure of the car to reach the top landing and damage to the pump.

5.4 Lubrication:
5.4.1 Paragraph 4.2 applies.
5.4.2 Lubrication for hydraulic elevators is similar to that used for electric elevators. However, car safeties, governors, ropes and sheaves are seldom used except on roped hydraulics.

5.5 Door Operation:
5.5.1 Paragraph 4.3 applies.

5.6 General Condition and Adjustment:
5.6.1 Paragraph 11.2 applies to roped hydraulics.
5.6.2 Paragraph 11.3 applies in regard to shaft fits and couplings when motors and pumps are not located under oil. When belts are used to drive the pump, the tension shall be adjusted as recommended by the manufacturer. Over-tension may damage motor and pump bearings. Under-tension may cause belts to slip and wear prematurely. Belts shall be regularly checked for wear, cracking or damage by heat. Multiple belts shall be replaced in complete sets.
5.6.3 Newer non-submersible pumps use a "face" type shaft seal and shall not leak. Older pumps may use gland packing. Controlled leakage is normal in these cases.

5.7 Plunger, Cylinder and Packing: Note: Single bottom cylinders may be subject to sudden failure. Recommendations shall be made to replace those not visible for inspection with a design conforming to ASME A17.1, Section 8.6.5.2.2.
5.7.1 Cylinders that cannot be visually checked shall be tested in accordance with ASME A17.1, Section 8.11.3.2.
5.7.2 Plungers shall be regularly examined for rust, nicks or scores and loose joints. Damaged areas shall be dressed or repaired. The packing or seal gland shall be kept clear of foreign matter.
5.7.3 Cylinders protected by PVC casings or other means shall be properly checked.
5.7.4 Exposed cylinders shall be examined for rust, visible leakage or damage.

5.8 Valves, Hoses and Piping: Note: Recommendations shall be made to replace all valves, hoses, piping and fittings that are non-code compliant.
5.8.1 Control valves have many different designs. They shall be adjusted to permit reasonably consistent and smooth operation. Overly smooth adjustments may result in unstable operation. Adjustment of the full flow bypass valve will affect the relief valve operation. Relief valves must be tested and sealed annually as specified in ASME A17.1, Section 8.11.3.2.1.
5.8.2 Visible oil leakage in the hydraulic piping, pump and valve system, beyond a small quantity shall be corrected. Soft or cracked hoses must be replaced. High pressure hoses must be replaced by the listed date, unless a line rupture valve is provided.

6.0 SCHEDULED ROUTINE MAINTENANCE

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

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

6.1.3 The Contractor shall inventory, supply, repair and replace all parts that have become unsafe due to wear and tear. The Contractor shall use genuine manufacturer’s parts or approved or equal (to be approved by COR) for all
replacements. The Contractor shall maintain an easily accessible supply of spare parts sufficient for normal maintenance and expedient emergency repairs.

6.2 Checklist Approval

The Contractor shall submit to the COR a schedule and description of the scheduled routine maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format similar to the one provided in Attachments. The Contracting Officer or COR must approve the proposed "Scheduled Routine Maintenance Task Checklist" prior to contract work commencement.

6.3 Minimum Requirements

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

- Ride all cars to detect and repair any improper operation of the car doors, hoist way doors, acceleration, leveling accuracy on the floor stops, and the action of the machine brake;

- Check and make necessary repairs to assure proper operation of retractable doors;

- Review elevator’s performance with the COR, or the designated representative, to determine if any malfunctions have occurred in connection with the operation of the cars since the most recent previous scheduled routine maintenance visit;

- Investigate any malfunctions which have occurred, devoting special attention to any problem involving unsafe operations, and make repairs as necessary;

- Examine car stations and call buttons and replace any damaged switches, burned out lamps, bulbs and broken buttons, defective fixtures, switches, covers, and related hardware;

- Trouble shoot any failure to equipment, lighting and receptacle electrical circuits;

- Report findings to the COR or the COR's designee including identification of failed equipment and reason for failure;

- Leave signed and dated copy of the Maintenance Checklist and also leave signed and dated copies of any other monthly, quarterly or annual checklists if those were completed during the subject visit;

- Maintain emergency light units in operable condition.
7.0 TROUBLE CALL RESPONSE SERVICE

7.1 General. The Contractor shall provide "around-the-clock" service coverage for elevator trouble calls as described.

7.2 Emergency Response Service

The Contractor shall provide, at no extra cost, a 24 hours/day, 7 days/week, 52 weeks/year coverage for emergency trouble calls. A trained mechanic shall be "on call" and shall be on site within a one-hour time period of the placement of an emergency trouble call by the Contracting Officer or COR. Emergency situations include people trapped in an elevator car, the suspicion/confirmation of a fire in or around elevator equipment, or an inoperative elevator with no suitable backup.

7.3 Non-Emergency Response Service

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

7.4 Callback Service

When an elevator which was previously worked on by the Contractor's mechanic, has a repeat malfunction within a 24-hour period, the Contractor shall be obligated to provide, at no extra cost, a return visit by a trained elevator mechanic to correct the problem, even if the problem is minor in nature. The elevator mechanic shall respond to this callback within a three-hour time period regardless of what time the Contracting Officer or COR made the callback complaint, including the "after hours" time periods.

8.0 PERSONNEL, TOOLS, REPAIR PARTS, MATERIALS AND SUPPLIES

The Contractor shall provide trained elevator mechanics with the appropriate tools and testing equipment for scheduled maintenance, unscheduled repairs, emergency repairs/assistance, safety inspection, and safety testing as required by this contract. The Contractor shall provide all of the necessary repair parts, materials and supplies to maintain, service, inspect and test the elevators as required by this contract.

9.0 EXCLUSIONS

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

- Car enclosures and related items including, but not limited to, fixed or removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, fluorescent tubes, dry cell batteries, handrails, mirrors, floor coverings, carpets and other architectural features and accessories;

- Buried caissons, cylinders and piping, and power supply feeder circuits to the machine room circuit breakers;

- Computer and microprocessor devices not exclusively dedicated to the elevator equipment such as terminal keyboards and display units;
• Communications equipment, such as telephones, intercoms, heat detectors, and smoke sensors, which were not installed by the Contractor or the original elevator installer;

• Major Repairs: Any individual unit or incident of repair with a total estimated cost (labor and direct material costs) exceeding $3,000.00 which is not covered under routine maintenance, is not covered by this contract. The Government reserves the right to determine how these repairs are to be handled. Such repairs will normally be accomplished by separate purchase order or contract. This exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

10.0 INSURANCE REQUIREMENTS

10.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract.

The Contractor's assumption of absolute liability is independent of any insurance policies.

10.2 Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

Comprehensive General Liability

<table>
<thead>
<tr>
<th></th>
<th>* per occurrence</th>
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<tbody>
<tr>
<td>Bodily Injury</td>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
</tr>
</tbody>
</table>

10.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required by the laws of either the country in which the employees are working or the employee's native country, whichever offers greater benefits, following FAR 52.228-4 “Worker’s Compensation and War-Hazard Insurance Overseas”.

11.0 Permits.

The Contractor shall maintain in full force and effect all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws.

12.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the contract shall be payable by the Contractor without Government reimbursement.
12.0 **GOVERNMENT FURNISHED PROPERTY/EQUIPMENT**

RESERVED.

13.0 **QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).**

13.1 **Plan.** This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality assurance to ensure that contract standards are achieved.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>SOW Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services. Performs all elevator services set forth in the scope of work.</td>
<td>1 thru 11</td>
<td>All required services are performed and no more than one (1) customer complaint is received per month</td>
</tr>
</tbody>
</table>

13.2 **Surveillance.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

13.3 **Standard.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

13.4. **Procedures.**

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

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

13.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

13.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
13.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

13.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

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

13.4.8 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

14.0 TRANSITIONS / CONTACTS

Within 15 business days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for preventive maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

14.1 On site contact. The following are the designated contact personnel between the US Consulate General Lahore and the Contractor

   Facility Manager: Mr. Muhammad Naeem Ibrahim
   Phone: +92 42 3603 4059
   Email: IbrahimMN@state.gov

15.0 SUBMISSION OF INVOICES

Submit an invoice with signed delivery receipt(s) - invoice shall include NTN number, invoice number, purchase order/contract number, date issued, brief description of supplies/services provided, quantities, unit and total price signed by the signing authority. Legitimate invoice will be submitted directly to FMC by contractor/vendor. Preferably send by E-mail on the below Email ID or if sending hard copy send on below FMC mailing address:

   Finance Management Centre
   Email ID: LahoreFMC-Invoice@state.gov
   CC: LahoreProcurementDL@state.gov
   Consulate General of the United States of America
   Lahore, Pakistan
   50 Shahrah-E-Abdul Hameed Bin Badees
   (50-Old Empress Road)
   Lahore-54000
   Tel: 042-3603-4000
   Fax: 042-3603-4200

END OF SCOPE OF WORK
Government Furnished Property

No Government Property is furnished to the contractor under this contract. Contractor is responsible for arranging all the material, equipment, and other associated items during the course of performance of assigned jobs under this contract.
# ATTACHMENT 1

**LIST OF ELEVATORS TO BE SERVICED**

<table>
<thead>
<tr>
<th>Equipment Detail</th>
<th>Make/Model</th>
<th>Capacity</th>
<th>Volts</th>
<th>Year of Installation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passenger Elevator</td>
<td>SCHINDLER 1874</td>
<td>18 Persons/2500 lb</td>
<td>415V/50Hz</td>
<td>1991</td>
</tr>
<tr>
<td>Freight Elevator</td>
<td>SCHINDLER 1874</td>
<td>10,000 lb</td>
<td>415V/50Hz</td>
<td>1991</td>
</tr>
</tbody>
</table>

1. Passenger elevator serves three (3) floors (basement, ground floor and first floor).
2. Freight elevator serves two (2) floors (basement and ground floor).
ATTACHMENT 2
Annual no load test (Category 1)

Description of Work
The elevator maintenance company shall provide all of the tools and equipment necessary to perform no-load tests (category 1) on the specified elevator units in accordance with the applicable code (ASME A17.1 or EN-81). The elevator maintenance company shall provide an elevator service engineer capable of demonstrating the functionally of the safety devices, including but not limited to the following:

Test overview and checklist reference;
- **Capacity**: verify rated capacity.
- **Rated speed**: ensure the elevator is operating at the rated speed, adjust if necessary.
- **T-1 Governor(s)**;
  - Operate governor to ensure all parts are operating properly
- **T-2 Safeties**;
  - Car and counterweight safeties shall be operated by manually tripping the governor with the car operating at the slowest operating speed in the down direction.
- **T-3 Oil Buffer**;
  - Test the gravity and spring return-type oil buffers by fully compressing the plunger and verifying that it will return to a full extended position in 90 s.
- **T-4 Ascending Over-speed Protection**;
  - Verify that ascending over speed protection is operating in accordance with applicable code.
- **T-5 Emergency Brake**;
  - Verify proper operation of emergency brake in accordance with applicable code.
- **T-6 Unintended Movement Protection**;
  - Verify that unintended movement protection is operating in accordance with applicable code.
- **T-11 Traction – Loss Detection Means (If provided)**
  - Verify proper operation in accordance with applicable code.

The elevator service engineer shall be on site the morning of the scheduled test, ready and able to perform the specified tests.

The elevator service contractor shall provide all of the necessary tools and equipment to perform the required tests, including but not limited to the following;

- Copy of all pertinent drawings, specifications, data sheets, and required test procedures.
- Drill motor and rubber wheel for spinning the governor (if necessary).
- Tachometer (if necessary)
- “Out of Service” signs and/or barricades at hoist-way doors.
ATTACHMENT 3
Five year full load test (Category 5)

Description of Work
The elevator maintenance company shall provide all of the tools and equipment necessary to perform full load tests (category 5) on the specified elevator units in accordance with the applicable code (ASME A17.1 or EN-81). The elevator maintenance company shall provide an elevator service engineer capable of demonstrating the functionally of the safety devices, including but not limited to the following:

Test overview and checklist reference;
- **Capacity**: verify rated capacity.
- **Rated speed**: ensure the elevator is operating at the rated speed, adjust if necessary.
- **T-1, Governor(s):**
  - Verify that the governor trip speed is consistent with code requirements and or manufacturer’s specifications for the rated speed. Adjust if necessary.
  - Verify that the tripping speed of the governor over-speed switch (if applicable) is consistent with code requirements and or manufacturer’s specifications for the rated speed. Adjust if necessary.
- **T-2 Car Safeties:**
  - Test car safeties with rated load in accordance with applicable code. *(Example: Run the car down with the rated load at the rated speed and manually trip the governor, ASME A17.1)*
    - Verify stopping distance. Adjust if necessary.
- **T-2 Counterweight Safeties:**
  - Test counterweight safeties in accordance with applicable code.
    - Verify stopping distance. Adjust if necessary.
- **T-3 Oil Buffers:**
  - Test car and counterweight oil buffers in accordance with applicable code.
    - Verify buffer return, repair if necessary.
- **T-4 Ascending Over-speed Protection:**
  - Verify that ascending over speed protection is operating in accordance with applicable code.
- **T-5 Emergency Brake:**
  - Verify proper operation of emergency brake in accordance with applicable code.
- **T-6 Unintended Movement Protection:**
  - Verify that unintended movement protection is operating in accordance with applicable code.
- **T-8 Emergency Terminal Stopping Means (if applicable)**
  - Verify proper operation in accordance with applicable code.
- **T-9 Leveling and Re-leveling**
  - Verify leveling zone, leveling speed and car level to landing sill in accordance with applicable code.
- **T-10 Machine Brake**
  - Verify proper operation in accordance with applicable code. *(Example; run car to lowest landing with 125% rated load at rated speed ASME A17.1)*
- **T-11 Traction Limits**
- Verify traction limits in accordance with applicable code. (*Example; run the car down at rated speed with 125% rated load and initiate and emergency stop, ASME A17.1*)

The elevator service engineer shall be on site the morning of the scheduled test, ready and able to perform the specified tests.

The elevator service contractor shall provide all of the necessary tools and equipment to perform the required tests, *including but not limited* to the following:

- Suitable test weights equaling 125% of rated load, to be on site the day before the scheduled test date.
- Copy of all pertinent drawings, specifications, data sheets, and required test procedures.
- Drill motor and rubber wheel for spinning the governor.
- Tachometer (m/s and fpm).
- “Out of Service” signs and/or barricades at hoist-way doors.
1. Annual PMI of Elevator

Preventive Maintenance Checklist:
Asset Type: ELEVATOR, HYDRAULIC
Code: EH01AN Frequency: Annual Estimated Time (hours): 8

(T)ools, (S)afety Equipment and (M)aterials
1 (T) Mechanic’s and electrician’s tool sets.
2 (T) Barricades.
3 (T) Out of Service” signs.
4 (T) Cleaning tools and materials
5 (M) Lubricants
6 (M) Bulbs.
7 (T) Flashlight.
8 (M) 400 grit sandpaper

Safety Guidelines
1 Check the safety gear mechanism:
2 Perform a function test of the safety gear.
3 Jaws/Rollers are moving freely and returning to their original position.
4 Brake part has a complete contact with the running surface of the guiderails.
5 Correct clearances between the Jaws/Rollers and the cage.
6 Jaws/Rollers are free from guide rails and have the correct clearances.
7 Linkages, bolts, nuts, counter nuts, springs (present, secured, tightened and in good condition).
8 Check that the seals are intact, and the type plates are present and readable

Maintenance Procedures
- 1*.Machine Brake Test
  - Brake Function Test for Geared and Gearless Elevators with and without Machine Room
  - 1.MRL: Strictly follow the procedure for safe access to the car top, before conducting any brake checks.
  - 2.Check for any indication of a brake malfunction (dust of linings in the surroundings, oil leakage,
    - abnormal noise while brake opening and/or closing, excessive temperature).
  - Check the brake mechanism:
    - 3.1 Drum (no contamination with oil/grease and no scratches)
    - 3.2 Brake linings. Check them for possible wear, correct thickness, and proper fixation on the brake pads.
    - 3.3 The full contact between the drum and the linings
    - 3.4 Gearless: The good condition of the O-rings and the housings and check the air gap of the magnets.
    - 3.5 Indicators/gauges are sealed, the clevis pin is in the correct position and has a minimum clearance 1 mm to the indicator and the plunger is moving freely.
3.6 Springs (no rust, no damage and have correct E-settings)
3.7 Stoppers are correctly adjusted. Linkages, bolts, nuts are secured and tightened.
3.8 Monitoring switches/contacts (properly connected and actuating properly and simultaneously).
3.9 Verify that the specified voltage, supplied to the solenoid, is the same as the rated voltage
mentioned on the solenoid's name plate.
3.10 Motor brake assembly: The BS damper, the segment wheel, the segment wheel stopper, the
brass gear, the leaf spring pack, the kidney cams, the fixed and moving parts of UA contacts and
the moving parts between the segment wheel and the lifting rod.
3.10 a. The lifting rod has a free movement when the brake is applied.
3.10 b. The play between brake shoes is distributed evenly.
4. Check the availability and good condition of all components of the evacuation system
including the evacuation instruction. Ensure that the brake closes when the manual Release
system is not activated.
5. Test the brake holding force.
6. Check the clearance/air gap between the drum and the linings (minimal clearance with no
contact while the brake is open).
7. Perform a braking force test at inspection speed (stopping time < 1 second).
2* Landing Door Checks and Tests
1. Check the general condition of all door components. Perform all checks and tests for all
landing doors on all floors.
2. Check the unlocking device (unlocking and moving back to original position when released).
3. Check electrical contacts (car movement interrupted while contact open, contact not
damaged and have an extended movement of 2 mm after the electrical contact has been made).
4. Check that the mechanical lock engages at least 7mm before the electrical contact is
established.
5. Check Door panels (aligned and adjusted properly, running clearances <10 mm). With
closed landing door check that the gap is < 10 mm between the door panels (for central doors),
between the panel and the door frame (for telescopic doors).
6. Check that the door header components are present, mounted and in good condition (anti-fall
panels device, contact covers, hangers, rollers coupling rope, rollers, tracks).
7. Perform a self-closing door test in all positions.
8. Check that the door bottom components are present mounted and in good condition (guide
shoes, sill, guard toe).
3 * Safety Circuit P F
1. Check the function of electrical safety switches and contacts one by one and sequentially
while performing the other checks/tests. Upon the activation of each contact, the movement
(always when possible) and/or the safety circuit of the elevator must be interrupted due to
the activation of the tested contact and not another failure occurred before or during the test.
Ensure that the contact is activated by the mechanism and that the elevator can move after
test of the tested contact. There is no exhaustive list of the switches and contacts a valid for all and it is mandatory to follow the electrical schematics of the installation.

- Machine Room or Hoist way
- 1. Contact hoist way door (landing door contacts KTS)
- 2. Contact unlocking landing door (KNET)
- 3. Contact final limit hoist way down/up (KNE-U/KNE-D)
- 4. Contact overspeed governor (KBV)
- 5. Stop Switch machine room/stop switch recall control (JHM)
- 6. Switch recall control (JRH)

8. Phase control relay (RPHK)

- Car
  - 1. Contact car door (KTC),
  - 2. Contacts safety gear (KF/KF1)
  - 3. Contact car blocking system in case of MRL (KCBS)
  - 4. Stop switch car (JHC)
  - 5. Switch inspection car (JREC)
  - 6. Stop switch car door (JHCT)

- 7. Contact maintenance platform (S 5400) (KWL)

- Pit
  - 1. Contact slack rope overspeed governor (KSSBV)
  - 2. Contact car buffer (KP)
  - 3. Contact counterweight buffer (KPG)
  - 4. Contact pit ladder (KLSG)
  - 5. Stop switch hoist way pit (JHSG)
  - 6. Contact slack rope (KSS)

- 4* Slow Down Monitoring Device
  - 1. Check the general condition (no dirt, damage).
  - 2. Check the hoist way element distances according to the installation manual.

* Overspeed Governor and Safety Gear Tests

- 5.1* Overspeed Governor Checks
  - 1.1 Safety cover (if by design) is not blocking the functioning of the Overspeed governor
  - 1.2 Linkages, bolts, nuts (secured, tightened and in good condition).
  - 1.3 Safety switch(es) fastening is (are) tight.
  - 1.4 Pendulum or other device, necessary to engage the over speed governor moves easily
  - 1.5 Springs are in good condition (no crack, rust or damage).
  - 1.6 Friction type governors: The pendulum roller is in good condition and its rubber tires are present and not brittle. Running surfaces are in good condition (no oil contamination or damage). Overspeed governors with rope clamp: The rope pad is in good condition and all linkages are fastened and secured–Overspeed governors with gears: The gear is in good condition and no teeth broken. Check that it is lubricated properly.

- 2. Check that the seal is intact (if sealed by design).

- 3. Check that the type plate is present and the data is readable.

- 4. Check that the down direction is marked on the governor. Check that the governor rope is in good condition (no oil, grease, rust). Check that there should not be any corkscrews phenomenon and no accumulation of broken wires or strands.

- 5. Check the rope coupling and the moving parts.
  - 5.1 Check the general condition of the rope coupling: The rope coupling is securely attached to the lever. Rope clips are fastened properly. Washers, clevis pins, cotter pins and spring wire are in place.
  - 5.2 Check that all moving parts are moving freely and returning to their original position and check that safety gear mechanisms are actuating synchronously, and
safety gear contacts are actuated when lifting the governor lever. Check the correct clearance between the governor lever and upper lever stop (if exists)

6. Check the general condition of the tension device: The weight is in good condition and securely attached. Fastening points are tight and tension pulley is in good condition. Correct clearances from the tension weight to the floor and to the wall. Tension weight arm actuates the slack rope contact. Correct tension of the governor rope.

7. Perform a tripping speed test if one of the following conditions is met: The overspeed governor is >10 Years old, Missing, broken or damage seal, reseal if test is successful. Missing type plate or data not readable. apply a new type of plate.

6* In-Car Communication Devices

Identify all communication devices installed (buzzers, alarm, tele alarm, inter phone, etc.) and their activation buttons. Test all devices without main supply.

7 * Car Door / Car Entrance Safety

1 Check the car door sensors (photocells, light curtain, full length door detector, mechanical safety edge, etc).

2 Check the functioning of the closing force limiter.

3 Check the functioning of the door opening button.

4 Check the functioning of the nudging circuits/final timer. When the car door is held open for 30 seconds the audible buzzer sounds, the car doors start to close at reduced speed and the closing force limiter is operable.

5. Check the car door apron (toe guard) is installed and firmly fixed.
2. Monthly PMI of Elevator

Preventive Maintenance Checklist:
Asset Type: ELEVATOR, HYDRAULIC
Code: EH01MO Frequency: Monthly Estimated Time (hours): 4

(T)ools, (S)afety Equipment and (M)aterials
1 (T) Mechanic’s and electrician’s tool sets.
2 (M) 400 grit sandpaper
3 (T) Flashlight.
4 (M) Bulbs.
5 (M) Lubricants.
6 (T) Cleaning tools and materials
7 (S) “Out of Service” signs.
8 (T) Barricades.

Safety Guidelines
1 Schedule work with operating personnel
2 Record the results in the equipment history log.
3 Report any problems you find
4 Obtain and review manufacturer's instructions
5 Follow site safety rules and your supervisor's instructions
6 Check with operating personnel for deficiencies

Maintenance Procedures
  o Inspect the car interior for damage, and repair sharp and protruding edges.
  o Check the service guide rails.
  o In the case of non-lubricated rails, check that the guide rails surface is not rusted.
  o When installed, ensure jacking devices are free to move.
  o Lubricate when sliding shoes are provided.
  o Remove fluff and dust.
  o Check the security of all fixings.
  o Service the controller.
  o Check the condition of relay contacts.
  o Keep all parts clean of dust.
  o Check fuse devices.
  o Ensure ventilation fans and grills are clean and functioning.
  o Check all of the electrical connections for tightness.
  o Check the hydraulic jacks and service.
  o Ensure that the jack levels are equal.
  o Check and adjust lengths to maintain correct run by.
  o Check the security of all terminations.
  o Inspect the main Hydraulic jacks for corrosion or deterioration. Evaluate for replacement.
  o Check the security of all fixings.
  o Check the electrical contact of end closing.
  o Check the operation of the door open button and all other reversal devices.
  o Check the door closing speed and force.
  o Check for correct operation of the door locking mechanism.
  o Check clearances between door panels and returns.
  o Check the security of all tracks.
  o Check for free operation of retiring cams when fitted.
Check the electrical cables for signs of damage.
Check the up-thrust devices for minimum clearance.
Check the security and adjustment of the door coupling mechanism.
Check the door shoes for excessive movement.
Check the air gaps between the brake pads on the brake. Adjust, as necessary.
Inspect the architraves and trims for damage and security. Checkup gap between the architraves and doors.
Check the security of the tracks and the sills.
Check the correct setting of up thrust devices.
Check the condition of panels for damage.
Check that bolts and fixings are tight.
Check the condition of the air cords or other coupling devices.
Check for excessive play in bottom shoes.
Check for correct engagement and contact wipe.
Check that the doors will close due to gravity or spring force.
Press the call button. While waiting, perform the following checks
Check the general condition of the entrance
Check the door gap.
Check that the door panels are locked
Check the fixtures.
When the car arrives, perform the following checks
Press all floor buttons and check all lights. Replace burned out bulbs.
Check the door open button.
Check the door for smooth operation.
Check leveling.
Stop at each floor and perform the following checks.
Test the alarm bell.
Listen for noise during travel
Check the door for smooth operation.
Check the hall and car fixtures.
Check the leveling.
Check the service landing entrances
Check the landing door tracks.
Check the operation of normal and emergency car lighting.
Check the operation of normal and emergency car lighting.
Check the operation of all controls within the car especially alarm devices.
Check the operation of the car and landing doors and ensure all reversal devices function properly.
Observe floor leveling to ensure it is within tolerance.
Make observations during starting and stopping and note signs of deterioration or malfunctions.
Clean the external area before you leave the workplace.
Sweep Floors
Check/Adjust/Replace All High Current, Motor
Empty Drip Pans
Inspect/Adjust/Replace Hanger Rollers, Release Rollers, Relating Equipment.
Inspect/Adjust/Replace Door Locking Contacts/Mechanisms
Inspect/Adjust/Lubricate Spring Style Door Closers
Verify proper Door Operations - Adjust As Necessary
Inspect/Replace Bottom of Door Guiding Members
Dust/Vacuum/Clean the Car Top
Inspect and Clean Car Door Sill.
- Inspect/Replace Guide Shoe inserts - Slide Style Guides only
- Inspect/Adjust/Replace Roller Guides.
- Dust/Vacuum/Clean Door Operating Equipment.
- Check/Fill Rail Lubricator - Slide Style Guides only.
- Inspect/Adjust/Lubricate Door Linkages
- Inspect/Adjust/Lubricate Door Clutch
- Inspect/Adjust/Lubricate Door Operator.
- Inspect Door / Gate Contacts/Mechanisms
- Inspect/Replace Bottom of Door Guiding Members
- Inspect/Lubricate Door Reopening Device - Mechanical Safe Edge Type.
- Inspect Doo reopening Device Cords/Function - Electronic Edge Type.
- Verify Proper Inspection Operation.
- Verify Proper Landing System Operation and Accuracy.
- Inspect Type Guides - Tape Reader Style System only.
- Inspect Hydraulic Cylinder Head and Seals.
- Verify That Drains are Clear.
- Verify Operations of Emergency Lights.
- Verify Operations of the call buttons including indicator lamps.
- Verify Operations of the Signaling Fixtures (Jamb Arrows, Pos. Indicators, Etc.)
- Verify the Proper Operations of the Applicable Fire Service Operation.
- Verify Proper operations of the Marine Panel / Where required.
- Verify the proper operation of all safety devices and stop switches.
- Verify the proper operation of all disconnecting means associated with the elevator.
- Verify the proper operations of the elevator system.
- Inspect/Adjust, Leveling/Indexing, Targets/Vanes/Cams as required.
- Verify Proper Operation of the Marine Panel/Where required.
SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017), 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 2017)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(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.]

  - (5) [Reserved].
  - (10) [Reserved].
  - (ii) Alternate I (Nov 2011) of 52.219-3.
  - (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - (ii) Alternate I (JAN 2011) of 52.219-4.
  - (13) [Reserved]
(16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2)and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)).
(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).


(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).


(iii) Alternate II (May 2014) of 52.223-13.

(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(iii) Alternate II (Jun 2014) of 52.223-14.

(iv) Alternate III (May 2014) of 52.223-14.


(ii) Alternate I (Jun 2014) of 52.223-16.

(41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(44) 52.223-21, Foams (JUN 2016) (E.O. 13693).


(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.


(48) 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).


(50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


(54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
(55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
(58)(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) 52.222-17, Non-displacement of Qualified Workers (May 2014)(E.O. 13495).
(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
(11) 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—


(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 $700,000 ($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, Non-displacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).


(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 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.


(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.


(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxi) 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://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vfara.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department 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” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

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<th>CLAUSE</th>
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<td>52.232-39</td>
<td>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)</td>
</tr>
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</table>
THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months**

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 next US Fiscal 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 clause(s) is/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 one copy to the office identified in Block 18a of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e). Invoices can also be sent via email to LahoreFMC-Invoice@state.gov

(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:


[Note to Contracting Officer:
- Include this clause if the contractor will be working on-site in an Embassy facility.
- Add local holidays to the list in paragraph a) of the clause.]

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

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

- New Year’s Day (U.S.)
- Martin Luther King’s Birthday (U.S.)
- Eid-ul-Azha (Pakistani)
- Washington’s Birthday (U.S.)
- 9th & 10th of Muharram (Pakistani)
- Pakistan Day (Pakistani)
- Eid Milad un Nabi (Pakistani)
- Memorial Day (U.S.)
- Independence Day (U.S.)
- Juneteenth (U.S.)
- Labor Day (U.S.)
- Labor Day (Pakistani)
- Columbus Day (U.S.)
- Pakistan Independence Day (Pakistani)
Veterans Day (U.S.)
Eid ul Fitr (Pakistani)
Thanksgiving Day (U.S.)
Birthday of Quaid-I-Azam (U.S.)
Christmas Day (U.S.)

*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 **Facility Manager, American Consulate General, Lahore Pakistan.**

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:
   (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
   (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
   (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.
SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), 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:
[Note to Contracting Officer: Revise, add to, or delete from the following list, as needed]

   (1) Name of a Project Manager (or other liaison to the U.S. 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 over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Pakistan then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

   • Quality of services provided under the contract;
   • Compliance with contract terms and conditions;
   • Effectiveness of management;
   • Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
   • Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror’s capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror’s work experience. The Government may also use this data to evaluate the credibility of the offeror’s proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

5. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided
6. The offeror’s strategic plan for Preventive Services to include but not limited to:
   (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
   (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
   (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
   (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

7. Submit valid documentary evidence / certificate of manufacturer authorized service and parts provider for the equipment listed in Attachment 1.

8. **Submit Required Qualifications of Contractor Personnel**

   At all times during the term of the Contract, Contractor shall have available, under direct employment and supervision, the necessary qualified personnel, organization and facility to properly fulfill all the terms and conditions of this contract. In addition, Contractor’s personnel shall demonstrate that they meet or exceed the following qualifications:

   (1) Managerial staff shall have five (5) years of experience managing contracts and satisfactorily maintaining elevators of the type, grade and degree included in this contract.

   (2) All Service Mechanics assigned to perform services under this Contract shall be trained and familiar with ANSI/ASME 17.1 and

   (3) Personnel who will be performing the services required under this contract shall have a minimum of four (4) years of experience in the maintenance of elevator equipment with the same types and model numbers of the equipment listed.
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://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vfara.htm.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

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<td>SYSTEM FOR AWARD MANAGEMENT (JUL 2013)</td>
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<td>52.237-1</td>
<td>SITE VISIT (APR 1984)</td>
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A site visit has been scheduled for July 18, 2022 at 1200 hrs. Participants will arrive at US Consulate General, 50-Empress Road, Lahore. Maximum of two persons from one firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide with full name of participant(s) (as written on CNIC), CNIC number and particulars of vehicle to be used (make, model, color and registration). Offerors interested in attending must e-mail on or before 1630 hrs. July 14, 2022, at below email address:

E-mail: LahoreProcurementDL@state.gov

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) 516-1696, by fax at (703) 875-6155, or write to:
(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 **Supervisory General Services Officer, U.S. Consulate General, Lahore, Pakistan at 92-42-3603-4000**. 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) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman  
U.S. Department of State  
A/OPA  
SA-15, Room 1060  
Washington, DC 20522-1510
SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, and technically acceptable, responsible offeror. 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 estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.

- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.

- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror 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.
SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

52.212-3 Offeror Representations and Certifications-Commercial Items. (JAN 2017)(DEVIATION 2017-01)

As prescribed in 12.301(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JAN 2017)(DEVIATION 2017-01)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at https://www.sam.gov/portal if the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) 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 pmi 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.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

1. PSC 5510, Lumber and Related Basic Wood Materials;
2. Product or Service Group (PSG) 87, Agricultural Supplies;
3. PSG 88, Live Animals;
4. PSG 89, Subsistence;
5. PSC 9410, Crude Grades of Plant Materials;
6. PSC 9430, Miscellaneous Crude Animal Products, Inedible;
7. PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
8. PSC 9610, Ores;
9. PSC 9620, Minerals, Natural and Synthetic; and

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.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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.

Small, disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*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.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM 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 (u) 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 SAM ]

(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 o is, o 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 o is, o 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 o is, o 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)(4) of this provision.] The offeror represents that it o is, o 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)(4) of this provision.] The offeror represents that it o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 TO PARAGRAPHS (c)(8) AND (9): Complete paragraphs (c)(8) and (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 o 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) 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 o is, o 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

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(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(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 o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

(2) Affirmative Action Compliance. The offeror represents that-

(i) It o 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 o 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 USC 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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-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-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-Free Trade Agreements- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-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, Panamanian, 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-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, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements- Israeli Trade Act"
Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
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[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-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-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)(l)(ii) for paragraph (g)(l)(ii) of the basic provision:

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

Canadian End Products: Line Item No.

$(List as necessary)

(3) Buy American-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)(l)(ii) for paragraph (g)(l)(ii) of the basic provision:

(g)(l)(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-Free Trade Agreements- Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

$(List as necessary)

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

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

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

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<th>Line Item No.</th>
<th>Country of Origin</th>
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[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:
(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 statute. 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. Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

2. 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. 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. Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 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).**

(1) **Listed end products.**

Listed End Product

Listed Countries of Origin

(2) **Certification.**

- (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.

U) **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) o 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) o Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (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) o Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o 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) o Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o 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 Labor Standards 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 (JIN) (26 USC 6109, 31 USC 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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 (JIN).

   TIN:

   o TIN has been applied for.
   o TIN is not required because:

   o 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;
   o Offeror is an agency or instrumentality of a foreign government;
   o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

   o Sole proprietorship; o Partnership;
   o Corporate entity (not tax-exempt); o Corporate entity (tax-exempt);
   o Government entity (Federal, State, or local); o Foreign government;
   o International organization per 26 CFR 1.6049-4; o Other

Solicitation No.: 19-PK50-22-Q-7005
Title: Solicitation for Maintenance Services of Elevators at CGOB
(5) Common parent.

o Offeror is not owned or controlled by a common parent; o 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that-

(i) It o is, o is not an inverted domestic corporation; and

(ii) It o is, o is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. 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;

(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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(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.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it D has or D does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: Immediate

owner legal name: ____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: D Yes or D No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ___. Highest -

level owner legal name: _____. (Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary
to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it D is or D is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: .

(Do not use a "doing business as" name).

(s) RESERVED

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(l) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(l) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) **Representation.** By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(End of provision)

**Alternate I (OCT 2014).** As prescribed in 12.301(b)(2), add the following paragraph (c)(1 l) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_Individual/concern, other than one of the preceding.

(End of provision)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision(s) is/are provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding
agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)
Unique Entity Identity (UEI) and SAM Registration:

SAM.gov is the official free, government-operated website for the management of government awards. There is NO charge to register or maintain your entity information in SAM.gov. You can get a Unique Entity ID for your organization here and you can register for SAM too.

NDAA Section 889 restrictions on specific telecommunications equipment:

Section 889 of the 2019 National Defense Authorization Act prohibits the federal government, government contractors, and grant and loan recipients from procuring or using certain “covered telecommunication equipment or services” that are produced by Huawei, ZTE, Hytera, Hikvision, and Dahua and their subsidiaries as a “substantial or essential component of any system, or as critical technology as part of any system.”

All potential or current contractors with the U.S. Government must review their direct and indirect usage of equipment manufactured by or provided by the above-mentioned companies and/or their subsidiaries. The U.S. Government will require a certification by the Contractor that affirms this. Click here to open the Embassy Letter with FAR Clauses to be completed and returned to the Embassy.

In cases where this certification is not possible – either because the contractor does use these companies and/or equipment, or the contractor cannot reliably determine this with confidence – the U.S. Government will seek a contract-specific waiver covering a specified period of time not to exceed one year.

To assist with questions or clarifications about specific contract opportunities, the Consulate Procurement and Contracting Section, may be reached through local telephone 042-3603-4171 or via e-mail at shahzadu@state.gov. Please note that this email address is for contracting and procurement inquiries only. Questions related to visas or other issues will not receive a reply.

END OF THE SOLICITATION PACKAGE