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

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

| 1. REQUISITION NUMBER | PAGE 1 OF 73 |
|---|---|

| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | 19MX57-26-Q-0004 | |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER( No collect calls) | *8. OFFER DUE DATE/ LOCAL TIME* |
|---|---|---|---|
| | F. Chad Moore | +1 52 66 2689 6206 | July 31, 2026, by 12:00 pm local time |

9. ISSUED BY CODE

US Consulate General Hermosillo
Hermosillo Sonora Mexico
Contact Name: Esperanza Durazo
Phone: 6626 896206
Email: hermogsocontracts@state.gov

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED OR ☐ SET ASIDE: ___ % FOR:
- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ EDWOSB
- ☐ 8 (A) SIZE STANDARD:

| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED | 12. DISCOUNT TERMS | ☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b. RATING / 14. METHOD OF SOLICITATION |
|---|---|---|---|
| ☐ SEE SCHEDULE | | | ☒ RFQ ☐ IFB ☐ RFP |

15. DELIVER TO CODE

US Consulate General
Hermosillo Navarrete 291,
Col. Racquet Club
Hermosillo Sonora, Mexico

16. ADMINISTERED BY CODE

US Consulate General Hermosillo
Facilitites Office (FAC)
Hermosillo., Sonora, Mexico

17a. CONTRACTOR/ OFFERER CODE ____ FACILITY CODE ____

18a. PAYMENT WILL BE MADE BY CODE

US Embassy Mexico City
Financial Management Center (FMC)
Presa Angostura 225 Colonia Irrigación, Alcaldía
Miguel Hidalgo Ciudad de México, C.P. 11500

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| 001 | Elevator Maintenance Services (see attached continuation to this SF 1449) | 5 | YRS | | |

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. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

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

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ 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

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

| 30b. NAME AND TITLE OF SIGNER *(Type or print)* | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER *(Type or print)* | 31c. DATE SIGNED |
|---|---|---|---|
| | | F. Chad Moore | |

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**SECTION 1**
**THE SCHEDULE**

CONTINUATION TO SF-1449
RFQ NUMBER 19MX5726 Q 0004
PRICES, BLOCK 23

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C.

1.1 SCOPE OF CONTRACT

The U.S. Consulate General Hermosillo requires services to maintain three (3) building elevators in safe, reliable and efficient operation condition. The price listed below shall include all managerial, administrative and direct labor, materials, tools and/or equipment and insurance (see FAR 52.228-3 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed.

1.2 TYPE OF CONTRACT

This is firm-fixed price type of contract for standard services.
Standard services are defined as all elevator maintenance services requested under this contract and as described in the performance Work, under continuation to SF-1449, block 20 – Section 1.

1.3 PERIOD OF PERFORMANCE

The performance period of this contract is from the start date in the Notice to Proceed and continues for 12 months, with four (4) one- year options to renew. The initial period of performance includes any transition period authorized under the contract

1.4 NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall 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.

1.5 PRICING

In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor will be paid a firm-fixed-price (FFP) at the prices stated in the schedule below for the Base Year and four (4) Option Years.
The monthly rates stated in this Contract shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit, to include any materials and equipment required for these services. The Government will not pay any additional expenses.

## 1.5.1 CURRENCY

1.5.1.1 Offers and Payments in U.S. Dollars.
U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offer in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

Local companies are eligible to be paid in U.S. dollars provided that such company has a bank account in U.S. dollars at a Local Bank.

1.5.1.2 Offers and Payment in Pesos, Mexican currency.
Any firm that is not a U.S. firm is a foreign firm. Any local or foreign firm that does not meet the definition of a U.S. firm shall submit its prices and receive payment in local currency unless the foreign or local firm has a U.S. dollar bank account at a Local Bank.

## 1.5.2 VALLUE ADDED TAX

1.5.2.1 U.S. Firms
Value Added Tax (VAT) is not applicable to U.S. firms, therefore it shall not be included in U.S. firms rates or Invoices.

1.5.2.2 Local Companies
Value Added Tax (VAT) for offers submitted by local companies, either in U.S. Dollars or in Pesos, Mexican currency, is not included in line-item rates. Instead, it will be priced as a separate amount in the contract and on the Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion.

### 1.5.3 BASE YEAR PRICES

The contractor shall provide the services stated below for the Base Period of the contract, starting on the effective date in the Notice to Proceed and continuing for a period of 12 months.

As per paragraph 1.5.1 above, prices are in _____ (Insert Currency).

| CLIN | Description | Unit of Measure | Month | Unit Price | Sub-Total |
|---|---|---|---|---|---|
| 001 | Preventive maintenance for elevator #1 COB described in SOW. | Month | 12 | $ | $ |
| 002 | Preventive maintenance for elevator #2 COB described in SOW. | Month | 12 | $ | $ |
| 003 | Preventive maintenance of elevator #3 PKG described in SOW | Month | 12 | $ | $ |
| 004 | No load test of elevator # 1 COB | Annual | 1 | $ | $ |
| 005 | No load test of elevator # 2 COB | Annual | 1 | $ | $ |
| 006 | No load test of elevator # 3 PKG | Annual | 1 | $ | $ |
| | | | | VAT | $ |
| | | | | Total Price | $ |

### 1.5.4 FIRST OPTION YEAR PRICES

The contractor shall provide the services stated below for the First Period of the contract, starting on the effective date in the Notice to Proceed and continuing for a period of 12 months.

As per paragraph 1.5.1 above, prices are in _____ (Insert Currency).

| CLIN | Description | Unit of Measure | Month | Unit Price | Sub-Total |
|---|---|---|---|---|---|
| 101 | Preventive maintenance for elevator #1 COB described in SOW. | Month | 12 | $ | $ |
| 102 | Preventive maintenance for elevator #2 COB described in SOW. | Month | 12 | $ | $ |
| 103 | Preventive maintenance of elevator #3 PKG described in SOW | Month | 12 | $ | $ |
| 104 | No load test of elevator # 1 COB | Annual | 1 | $ | $ |
| 105 | No load test of elevator # 2 COB | Annual | 1 | $ | $ |
| 106 | No load test of elevator # 3 PKG | Annual | 1 | $ | $ |
| | | | | VAT | $ |
| | | | | Total Price | $ |

### 1.5.5 SECOND OPTION YEAR PRICES

The contractor shall provide the services stated below for the Second Period of the contract, starting on the effective date in the Notice to Proceed and continuing for a period of 12 months.

As per paragraph 1.5.1 above, prices are in _____ (Insert Currency).

| CLIN | Description | Unit of Measure | Month | Unit Price | Sub-Total |
|---|---|---|---|---|---|
| 201 | Preventive maintenance for elevator #1 COB described in SOW. | Month | 12 | $ | $ |
| 202 | Preventive maintenance for elevator #2 COB described in SOW. | Month | 12 | $ | $ |
| 203 | Preventive maintenance of elevator #3 PKG described in SOW | Month | 12 | $ | $ |
| 204 | No load test of elevator # 1 COB | Annual | 1 | $ | $ |
| 205 | No load test of elevator # 2 COB | Annual | 1 | $ | $ |
| 206 | No load test of elevator # 3 PKG | Annual | 1 | $ | $ |
| | | | | VAT | $ |
| | | | | Total Price | $ |

### 1.5.6 THIRD OPTION YEAR PRICES

The contractor shall provide the services stated below for the Third Period of the contract, starting on the effective date in the Notice to Proceed and continuing for a period of 12 months.

As per paragraph 1.5.1 above, prices are in _____ (Insert Currency).

| CLIN | Description | Unit of Measure | Month | Unit Price | Sub-Total |
|---|---|---|---|---|---|
| 301 | Preventive maintenance for elevator #1 COB described in SOW. | Month | 12 | $ | $ |
| 302 | Preventive maintenance for elevator #2 COB described in SOW. | Month | 12 | $ | $ |
| 303 | Preventive maintenance of elevator #3 PKG described in SOW | Month | 12 | $ | $ |
| 304 | Full load test (125%) of elevator # 1 COB | Every 5 years | 1 | $ | $ |
| 305 | Full load test (125%) of elevator # 2 COB | Every 5 years | 1 | $ | $ |
| 306 | Full load test (125%) of elevator # 3 PKG | Every 5 years | 1 | $ | $ |
| | | | | VAT | $ |
| | | | | Total Price | $ |

### 1.5.7 FOURTH OPTION YEAR PRICES

The contractor shall provide the services stated below for the Fourth Period of the contract, starting on the effective date in the Notice to Proceed and continuing for a period of 12 months.

As per paragraph 1.5.1 above, prices are in _____ (Insert Currency).

| CLIN | Description | Unit of Measure | Month | Unit Price | Sub-Total |
|---|---|---|---|---|---|
| 401 | Preventive maintenance for elevator #1 COB described in SOW. | Month | 12 | $ | $ |
| 402 | Preventive maintenance for elevator #2 COB described in SOW. | Month | 12 | $ | $ |
| 403 | Preventive maintenance of elevator #3 PKG described in SOW | Month | 12 | $ | $ |
| 404 | No load test of elevator # 1 COB | Annual | 1 | $ | $ |
| 405 | No load test of elevator # 2 COB | Annual | 1 | $ | $ |
| 406 | No load test of elevator # 3 PKG | Annual | 1 | $ | $ |
| | | | | VAT | $ |
| | | | | Total Price | $ |

1.5.8 GRAND TOTAL

As per paragraph 1.5.1 above, prices are in _____ (Insert Currency).

| | |
|---|---|
| Base Year | |
| First Option Year | |
| Second Option Year | |
| Third Option Year | |
| Fourth Option Year | |
| Grand Total – Base plus All Option Years | |

CONTINUATION TO SF-1449
RFQ NUMBER **19MX5726Q0002**
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

## 1. SCOPE OF WORK

The purpose of this scope of work is to define the requirements for the planning, procurement, and maintenance of the vertical transportation system located at the U. S. Consulate General Hermosillo. The intent of this contract is to preserve the current Elevator System equipment and establish a cost-effective program to control related problems.

## 1.2 GENERAL REQUIREMENTS

The Contractor under this scope of work (SOW) will be responsible for labor and materials required to carry out all preventive maintenance as outlined in this SOW. No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.

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

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

**Contractor Furnished Materials**

The contractor shall provide all necessary expendable/consumable items, to include oil, chemicals, grease, sealant, fuses and additionally all appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing, and eye protection, MSDS, cleaning material and oil spill containment kits.

## 1.3 HOURS OF PERFORMANCE

The Contractor shall schedule all routine maintenance and repair work during normal building hours which are defined as 8:00 AM and 4:30 PM Monday through Friday. Monday to Friday, excluding local and bank holidays, unless approved in advance by the Contracting Officer's Representative (COR).

## 1.4 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

1.4.1 General.
The Contractor shall designate a representative who shall supervise the Contractor's elevator mechanics and be the Contractor's liaison with the U.S. 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.

1.4.2 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.

1.4.3 Standard of conduct.

The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. 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 costs to the Government. All personnel must be registered in the local social security institution as established in the local law.

1.4.3.1 Uniforms and personal equipment.

Uniform 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).

1.4.3.2 Conduct during duty hours.

The Contractor shall enforce no 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. Neglect of duties shall not be condoned.

1.4.3.3 Offensive and disorderly conduct.

Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

1.4.3.4 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 that produce similar effects.

1.4.3.5 Criminal actions

Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These 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; or,
- Organizing or participating in gambling in any form

1.4.3.6 Safety precautions.
Contractor employees shall follow proper safety policies and practices, to include those found in the approved contractor safety plan. The COR reserves the right to remove an employee not following proper safety protocols or to stop working until proper protocols are followed. The COR reserves the right to place additional safety protocols in place in case of a major event such as a natural disaster, pandemic, etc.

1.4.3.7 Key control
The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this 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.

## 1.5 LOCATION FOR GROUNDSKEEPING SERVICES

All standard services are to be delivered to: Blvd. Juan Navarrete #291, Raquet Club, Hermosillo, Sonora (Mexico).

## 1.6 WORK REQUIREMENTS

The Contractor shall provide full service to meet routine maintenance requirements. The Contractor shall maintain elevators so that the elevators are in a safe and efficient operating condition at all times. In the event of a break down, the Contractor shall make every effort to immediately return the elevator to an operating condition.

Contractor must submit to the Contracting Officer's Representative (COR) for review, worksheet/checklist that will be used for performing maintenance service.

COR must immediately be made aware of any condition discovered that could result in equipment failure. Test and inspection report shall be submitted to the COR within 3 days of completing work.

### 1.6.1 PREVENTIVE MAINTENANCE

The Contractor shall provide all necessary managerial, administrative, supervision and direct labor personnel, as well as all necessary transportation, equipment, tools, repair parts, supplies and materials required to perform inspection, maintenance, repair, and expendable component supply and replacement as required to maintain the elevator fully operational in accordance with the manufacturer ´s specifications. Under this contract the Contractor shall provide:

* The services of a trained elevator mechanic monthly to check and repair equipment operation and perform scheduled and preventive maintenance.
* 24 hours/day, 7 days/week emergency response service.

* Appropriate, same day, service in response to an elevator malfunction trouble call; and
* after-hours emergency minor adjustment callback service.

The contractor must include in its proposal all materials, labor, tools, safety equipment/signals, indirect costs, and profit. Present the IVA as included cost.

Description of Elevator equipment to be serviced. Drawings and more information will be provided to the awarded contractor.

| Equipment | Manufacturer | Capacity | Stops |
|---|---|---|---|
| COB Elevator #1 | EEVI | 4000 lb | 4 |
| COB Elevator #2 | EEVI | 4000 lb | 4 |
| PKG/MCAC Elevator | EEVI | 2800 lb | 2 |

## SPECIFICATIONS & DATA COB ELEVATOR 1 & 2

### SPECIFICATIONS & DATA

| | |
|---|---|
| CAR NO: | 1, 2 |
| TYPE: | PASSENGER |
| CAPACITY: | 4,000 lb |
| CAR SPEED UP/DN: | 200 FPM |
| TRAVEL: | 47'-7" |
| STOPS: | 4 |
| OPENINGS: | 4 IN LINE |
| POWER SUPPLY AT DISC.: | 480V/3PH/60HZ |
| FULL LOAD AMP AT DISC.: | 21.3 A |
| OPERATION TYPE: | DUPLEX |
| CONTROLLER: | ECC-PIXEL |
| DOOR OPERATOR: | GAL - MOVFR II |
| CAR GUIDE RAILS: | 15# |
| CWT GUIDE RAILS: | 8# |
| CAR GUIDE SHOES: | ELSCO B |
| CWT GUIDE SHOES: | ELSCO D |
| APPLICABLE CODE: | ASME A17.1-2013 |
| SEISMIC ZONE: | 2A |

### WEIGHTS (lb)

| | |
|---|---|
| CARWEIGHT: | 5,600 |
| GROSSWEIGHT: | 9,600 |
| BALANCE WEIGHT (INC. IN CAR): | 68 |
| COUNTERWEIGHT (@ 50%): | 7,600 |
| COUNTERWEIGHT FRAME: | 842 |
| FILLERS: | 6,758 (66" IN HEIGHT) |
| MACHINE: | 1,350 |
| OVERSLUNG CWT SHEAVE: | 252 (INCLUDED IN CWT) |
| UNDERSLUNG CAR SHEAVE: | 128 (INCLUDED IN CAR) |
| OVERSPEED GOVERNOR: | 115 |
| HALL DOORS (SET): | 300 |
| CAB DOORS (SET): | 236 |

### OPTIONS

| | |
|---|---|
| SEISMIC SENSOR: | YES (DRK S701) |
| EMERGENCY POWER: | YES |
| MRL TEST/RESCUE SYSTEM: | YES |
| LOAD WEIGHING DEVICE: | YES (LW-LMC) |
| BATTERY LOWERING: | YES |
| NUDGING: | YES |
| ANTINUISANCE: | YES |
| REGENERATIVE SYSTEM: | YES |

### TRACTION EQUIPMENT

| | |
|---|---|
| ROPING SYSTEM: | 2:1 |
| MACHINE BRAND: | IMPERIAL ELECTRIC |
| MACHINE MODEL: | FRAME 478 |
| MOTOR RATED POWER: | 14.3 HP |
| MOTOR RATED RPM: | 97 RPM |
| MOTOR RATED VOLTAGE: | 400 V |
| MOTOR RATED FL AMPS: | 19.8 A |
| SYSTEM HEAT RELEASE: | 4,093 B.T.U./HR |
| DRIVE SHEAVE DIAMETER: | 15 3/4" |
| OVERSLUNG CWT SHEAVE DIA.: | 20 1/2" |
| UNDERSLUNG CAR SHEAVE DIA.: | 15 3/4" |
| OVERSPEED GOVERNOR: | H.W. 207-RS |
| TENSION WEIGHT: | H.W. #191 |
| SAFETY: | H.W. #480 |
| TRACTION ROPES: | (8) 10 mm 8 X 19 |
| OVERSPEED GOV. ROPE: | (1) 3/8" 8 X 19 |

### CAR BUFFERS

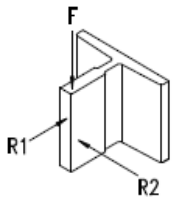
| | |
|---|---|
| QUANTITY / TYPE: | (2) SPRING |
| STROKE: | 4" |
| RATING: | 9,600 lb |
| IMPACT AT EACH BUFFER: | 17,364 lb |

### CWT BUFFERS

| | |
|---|---|
| QUANTITY / TYPE: | (1) SPRING |
| STROKE: | 4" |
| RATING: | 16,000 lb |
| IMPACT AT EACH BUFFER: | 27,493 lb |

### SEISMIC CAR & CWT RAIL REACTIONS (lb)

| | |
|---|---|
| CAR R1: | 1200 |
| CAR R2: | 600 |
| SAFETY APPLICATION FORCE: (F) ON EACH RAIL | 12,678 |
| CWT R1: | 1445 |
| CWT R2: | 723 |




### COMPENSATION

| | |
|---|---|
| BRAND: | N/A |
| MODEL: | N/A |
| CONSTRUCTION: | N/A |
| QTY: | N/A |
| WEIGTH (LB/FT): | N/A |
| COMPENSATED AT: | N/A |

### HOISTWAY WIRING

| | |
|---|---|
| WIREWAY: | YES |
| WIRELOOM: | YES |
| LANDING SYSTEM: | YES |
| LIMIT SWITCHES: | YES |
| CAR TOP INSPECTION BOX: | YES |

### FINISH SCHEDULE

| | |
|---|---|
| RAIL AND WALL BRACKETS: | PRIME GRAY |
| PIT LADDER: | PRIME GRAY |
| BUFFERS: | MANUFACTURER STANDARD |
| BUFFER STANDS: | PRIME GRAY |
| WIREWAY GUTTERS: | GALVANIZED |
| PLATFORM: | PRIME GRAY |
| CAR APRON (TOE GUARD): | GALVANIZED |
| CAR FRAME (SLING): | PRIME GRAY |
| ENTRANCE ROUGH IRON: | PRIME GRAY |
| DUST COVERS / FASCIAS: | GALVANIZED |

"ALL MATERIAL (UNLESS OTHERWISE NOTED) IS IN ACCORDANCE WITH ASME A17.1-2013"

NOB

ELEV. #1-#2

REVISIONS

| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|
| A | NOV/05/19 | SEISMIC SENSOR ADDED | JESÚS S. |
| B | JAN/07/20 | JOB NAME CHANGED AND BUFFERS RATING | J.SOMERA |
| C | APR/13/20 | TEMPORARY REQUESTED POWER | DAN ZUÑIGA |

EEVI Elevadores Y Escaleras

DRAWING NAME: ELEVATOR GENERAL DATA SHEET
JOB NAME: NEW US CONSULATE COMPOUND, HERMOSILLO, MEXICO
ADDRESS:
CITY: HERMOSILLO, SONORA
ARCHIVING:
DRAWN BY: DIEGO AGUILAR
CONTRACTOR: EEVI
DATE DRAWN: SEP/09/2019
JOB NUMBER: TN-1913489-1/2
DATE APPROVED:
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
TOLERANCES ARE: (LINEAR ±.03125 ±1.02) ANGULAR ±.05°
SIZE: B
DRAWING NUMBER: TN-3489-110
REV: C
SCALE: N/A
SHEET: 1/21

## SPECIFICATIONS & DATA PKG/MCAC ELEVATOR

### SPECIFICATIONS & DATA

| | |
|---|---|
| CAR NO: | 3 |
| TYPE: | PASSENGER |
| CAPACITY: | 2,800 lb (A) |
| CAR SPEED UP/DN: | 200 FPM |
| TRAVEL: | 15'-9" [4.8 m] (A) |
| STOPS: | 2 |
| OPENINGS: | 2 IN LINE |
| POWER SUPPLY AT DISC.: | 480V/3PH/60HZ |
| FULL LOAD AMP AT DISC.: | 21.3 A |
| OPERATION TYPE: | SIMPLEX |
| CONTROLLER: | ECC-PIXEL |
| DOOR OPERATOR: | GAL - MOVFR II |
| CAR GUIDE RAILS: | 15# |
| CWT GUIDE RAILS: | 8# |
| CAR GUIDE SHOES: | ELSCO B |
| CWT GUIDE SHOES: | ELSCO D |
| APPLICABLE CODE: | ASME A17.1-2013 |
| SEISMIC ZONE: | 2A |

### WEIGHTS (lb) (A)

| | |
|---|---|
| CARWEIGHT: | 4,950 |
| GROSSWEIGHT: | 7,750 |
| BALANCE WEIGHT (INC. IN CAR): | 316 |
| COUNTERWEIGHT (@ 50%): | 6,350 |
| COUNTERWEIGHT FRAME: | 820 |
| FILLERS: | 5,530 (54" IN HEIGHT) |
| MACHINE: | 1,350 (C) |
| OVERSLUNG CWT SHEAVE: | 252 (INCLUDED IN CWT) |
| UNDERSLUNG CAR SHEAVE: | 128 (INCLUDED IN CAR) |
| OVERSPEED GOVERNOR: | 115 |
| HALL DOORS (SET): | 273 |
| CAB DOORS (SET): | 219 |

### OPTIONS

| | |
|---|---|
| SEISMIC SENSOR: | YES (DRK S701) (A) |
| EMERGENCY POWER: | YES |
| MRL TEST/RESCUE SYSTEM: | YES |
| LOAD WEIGHING DEVICE: | YES (LW-LMC) |
| BATTERY LOWERING: | YES |
| NUDGING: | YES |
| ANTINUISANCE: | YES |
| REGENERATIVE SYSTEM: | YES |

### TRACTION EQUIPMENT (A)

| | |
|---|---|
| ROPING SYSTEM: | 2:1 |
| MACHINE BRAND: | IMPERIAL ELECTRIC |
| MACHINE MODEL: | FRAME 478 (C) |
| MOTOR RATED POWER: | 10 HP |
| MOTOR RATED RPM: | 97 RPM |
| MOTOR RATED VOLTAGE: | 400 V (D) |
| MOTOR RATED FL AMPS: | 13.8 A (D) |
| SYSTEM HEAT RELEASE: | 2,862 B.T.U./HR |
| DRIVE SHEAVE DIAMETER: | 15 3/4" |
| OVERSLUNG CWT SHEAVE DIA.: | 20 1/2" |
| UNDERSLUNG CAR SHEAVE DIA.: | 15 3/4" |
| OVERSPEED GOVERNOR: | HW #207-RS |
| TENSION WEIGHT: | HW #191 |
| SAFETY: | HW #480 |
| TRACTION ROPES: | (6) 10 mm 8 X 19 |
| OVERSPEED GOV. ROPE: | (1) 3/8" 8 X 19 |

### CAR BUFFERS

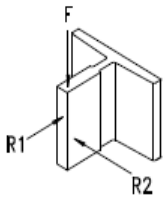
| | |
|---|---|
| QUANTITY / TYPE: | (2) SPRING |
| STROKE: | 4" |
| RATING: | 15,500 lb (A) |
| IMPACT AT EACH BUFFER: | 14,018 (A) |

### CWT BUFFERS

| | |
|---|---|
| QUANTITY / TYPE: | (1) SPRING |
| STROKE: | 4" |
| RATING: | 12,700 lb (A) |
| IMPACT AT EACH BUFFER: | 22,971 lb (A) |

### SEISMIC CAR & CWT RAIL REACTIONS (lb) (A)

| | |
|---|---|
| CAR R1: | 1,012 |
| CAR R2: | 506 |
| SAFETY APPLICATION FORCE: (F) ON EACH RAIL | 10,221 |
| CWT R1: | 1,182 |
| CWT R2: | 591 |




PKG

ELEV. #3

### COMPENSATION

| | |
|---|---|
| BRAND: | N/A |
| MODEL: | N/A |
| CONSTRUCTION: | N/A |
| QTY: | N/A |
| WEIGTH (LB/FT): | N/A |
| COMPENSATED AT: | N/A |

### HOISTWAY WIRING

| | |
|---|---|
| WIREWAY: | YES |
| WIRELOOM: | YES |
| LANDING SYSTEM: | YES |
| LIMIT SWITCHES: | YES |
| CAR TOP INSPECTION BOX: | YES |

### FINISH SCHEDULE

| | |
|---|---|
| RAIL AND WALL BRACKETS: | PRIME GRAY |
| PIT LADDER: | PRIME GRAY |
| BUFFERS: | MANUFACTURER STANDARD |
| BUFFER STANDS: | PRIME GRAY |
| WIREWAY GUTTERS: | GALVANIZED |
| PLATFORM: | PRIME GRAY |
| CAR APRON (TOE GUARD): | GALVANIZED |
| CAR FRAME (SLING): | PRIME GRAY |
| ENTRANCE ROUGH IRON: | PRIME GRAY |
| DUST COVERS / FASCIAS: | GALVANIZED |

"ALL MATERIAL (UNLESS OTHERWISE NOTED) IS IN ACCORDANCE WITH ASME A17.1-2013"

REVISIONS

| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|
| A | NOV/21/19 | CAPACITY CHANGED<br>REACTIONS AND WEIGHTS DATA UPDATED<br>MACHINE MODEL CHANGED<br>SEISMIC SENSOR ADDED | J.SOMERA |
| B | JAN/07/20 | JOB NAME CHANGED | J.SOMERA |
| C | APR/13/20 | MACHINE MODEL, TEMPORARY REQUESTED POWER | DAN ZUÑIGA |
| D | JUL/02/20 | MACHINE RATED VOLTAGE AND FL AMPS | DAN ZUÑIGA |

EEVI Elevators & Escalators

| | |
|---|---|
| DRAWING NAME: | ELEVATOR GENERAL DATA SHEET |
| JOB NAME: | NEW US CONSULATE COMPOUND, HERMOSILLO, MEXICO |
| ADDRESS: | |
| CITY: | HERMOSILLO, SONORA |
| ARCHITECT: | |
| CONTRACTOR: | EEVI |
| JOB NUMBER: | TN-1913489-3 |

DRAWN BY: JESUS SOMERA
DATE DRAWN: SEP/12/2019
DATE APPROVED:

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
TOLERANCES ARE: LINEAR: ±.03125 (±1/32) ANGULAR: ±1/2°

SIZE: B | DRAWING NUMBER: TN-3489-130 | REV: D
SCALE: N/A | SHEET: 1 / 16

If any discrepancies are found with the system that is not covered under this SOW, then the contractor must provide the following information in writing to the Contracting Officer (CO):

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

### 1.6.2 MAINTENANCE DESCRIPTION

The objective of scheduled routine maintenance is to eliminate or minimize elevator malfunction, breakdown, and deterioration. Contract maintenance of the elevator must ensure 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.

Elevator equipment shall include inspection of following elements, but is not limited to: controllers, selectors, worm gears, thrust bearings, brake magnet coils, brake shoes, brushes, windings, switches, rotating elements, contacts, coils, resistors for operating and motor circuits, magnet frames, cams, car door and hoist way 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.

The Contractor shall inventory, supply, repair and replace all parts that have become unsafe due to burning, 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.

The contractor must include in its proposal a safety plan that addresses the following:

- Identified risks & hazards
- Hierarchy of controls
- Personal protective equipment
- Confined space entry
- Fall protection
- Electrical safety
- Emergency procedures

Refer to section **1.14** for further clarification and examples.

### 1.6.3 TECHNICAL REQUIREMENTS

#### 1.6.3.1 General.

Under this Contract the Contractor shall provide full service to meet routine maintenance requirements. The Contractor shall always maintain elevator in a safe and efficient operating condition. In the event of a breakdown, the Contractor shall make every effort to immediately return the elevator to an operating condition. Replace worn parts and adjust for proper operation.

As minimum requirement, the Contractor shall provide a trained mechanic to inspect and service the elevator **every month.** The elevator mechanic signs off on every item on the checklist. The elevator mechanic shall leave a copy of this signed checklist to the COR or the COR's designate at the end of the service visit. This monthly inspection and service shall include, but not be limited to, the following tasks.

- Review elevator's performance with the COR, or the designated representative, to determine if any malfunctions have occurred since the last visit.
- Investigate any malfunctions which have occurred, providing special attention to any problem involving unsafe operations, and make repairs as necessary.
- Machine Room:
  - Remove dust and clean panels, control cabinets, and all related equipment and devices.
  - Sweep floor and remove trash.
  - Verify proper operation of controllers, selectors, and dispatch panels.
  - Verify proper operation of switches, relays, timers, capacitors, resistors, contacts, overloads, wiring, connections, fuses, and any electronic component.
  - Solid State Components and Circuit Boards: Inspect printed circuit board and other solid-state devices for cleanliness, condensation spots, evidence of heating, and deterioration. Check to ensure proper operational functions of solid-state devices.
  - Supply and replace worn parts and adjust for proper operation.
- Pits:
  - Clean area and sweep floor, empty drip pans, remove trash and check for leaks.
  - Verify proper operation of buffer switch, compensating switch, and emergency stop switch.
- Motors:
  - Inspect oil levels and oil pickups.
  - Check for excessive heat, noise, and leaks.
  - Keep end bells, commutators, and brush riggings clean.
- Brakes:
  - Observe operation of brake.
  - Inspect drum and shoe clearance and adjust, as necessary.
  - Lubricate pivot points and clean, as necessary.
- Car gate/doors:
  - Check and make necessary repairs to ensure proper operation of retractable doors.
  - Clean, lubricate, and inspect hangers, and related gate operating mechanisms.
  - Verify proper rollers' operation, up thrust, interlock, gear box, motor brushes, door control box, cables, safety edge, light rays, gibes, sills, proper operating speed, and force close speed.
- Speed Governor:
  - Observe operation.
  - Verify proper operation of electrical switches and seals.
  - Lubricate pivot points and clean, as necessary.
- Indicator Lights:
  - Examine and replace (supply and installation) inoperative position indicator and call lamps, replace any damaged switches, burn out lamps, bulbs and broken buttons, defective fixtures, switches, covers, and related hardware.
- Car Top:
  - Clean off dirt and oil.
  - Clean and lubricate fans.

- Guides:
  - Inspect, clean, lubricate and adjust, as necessary roller guides, guide shoes and rail oilers, keep guide rails properly lubricated.
  - Repair or replace damaged guide or rollers.
- Sheaves:
  - Deflector, compensating, top of car: Inspect, clean, and lubricate in accordance with manufacturer's specifications.
- Cables:
  - Inspect, lubricate, and adjust hoist cables and compensate cables.
  - Inspect and adjust governor cable as necessary.
  - Check cable fastenings.
  - Replace damaged wire ropes and equalize the tension of the hoisting ropes.
  - Check slows down and limits switches.
  - Repair or replace damaged control cables.
- Scheduling, Dispatch and Signal Boards:
  - Clean with blower or vacuum.
  - Check switches, relays, timers, fuses, capacitors, resistors, contacts, overloads, wiring and connections.
- Safety:
  - Inspect, clean, lubricate, and manually operate safety mechanism prior to slow speed safety test.
  - Examine clean, lubricate, adjust, repair, or replace the safety devices including interlocks, door closers, buffers, overspend governors, car and counterweight safety, limit switches, landing and slowdown switches, door protective devices and alarm bells, emergency stop switches, communications systems, Fire Recall service (key capture and smoke detectors), and any other emergency recalls features.
  - Maintain emergency light units in operable condition.
  - Verify that the emergency procedure sign is accurate and in good condition.
  - Check for proper operation of emergency telephone lines inside the elevator cabin and the control room. Check the emergency calls to Post 1 and other service numbers registered on the elevator's phone.
- General Lighting:
  - Check hatchway lamp, interiors, and pit lights. Replace non-working elements.

### 1.6.4 Trouble Call Response Service.

- General. The Contractor shall provide "around-the-clock" service coverage for elevator trouble calls as described below and which are not excluded in section 1.6.5 Exclusions.
- Emergency Response Service. The Contractor shall provide, at no extra cost, a 24 hours/day, coverage for emergency trouble calls. A trained mechanic shall be "on call" and shall be on site within a three-hour time of the placement of an emergency trouble call. Emergency situations include people trapped in the elevator car, the suspicion/confirmation of a fire in or around elevator equipment, or an inoperative elevator with no suitable backup.
- 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 next working day, to trouble shoot and repair an elevator malfunction.

- 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 3-hour time regardless of what time the COR made the callback complaint, including the "after hours" time periods.

### 1.6.5 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 fixed or removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, fluorescent tubes, handrails, floor coverings, 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 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 USD per event** which is not covered under routine maintenance, is not covered by this contract. The Government reserves the right to determine how these repairs are handled, typically through separate contracts.
  These exclusions do not apply if the repairs are necessary to correct damage caused by the Contractor's negligence or carelessness.

### 1.6.6 Annual no-load test.

According to below description, this procedure shall be once a year, and price must be included in proposal from Contractor. This test will be coordinated to be performed in October of each year.

The elevator maintenance company shall provide all 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)

- 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 safety 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 overspeed 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 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.

**1.6 7 Full load test, every 5 years.**

According to below description, this procedure shall be done in **October 2029** (3rd year-option of this Contract), and price must be included in proposal from Contractor. This test replaces the annual no -load test for this year.

Test overview category 5

- Capacity; verify rated capacity
- Rated speed: ensure the elevator is operating at the rated speed, adjust if necessary.
- T-1, Governor(s).
  - Spin governor verifying tripping 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). Adjust if necessary.
- T-2 Car Safeties;
  - Test car safety with rated load at rated speed. Run the car down with the rated load at the rated speed and manually trip the governor.
    - Verify stopping distance. Adjust if necessary.
- T-2 Counterweight Safeties;
  - Test counterweight safety with no load at rated speed.
    - Verify stopping distance. Adjust if necessary.
- T-3 Buffer.
  - Test oil buffers (car) by running car down onto oil buffer with rated load in car at rated speed.
    - Verify buffer return, repair if necessary.
  - Test oil buffers (counterweight) by running counterweight down onto buffers with no load in car at rated speed.
    - Verify buffer return, repair if necessary.

- T-4 Ascending Over-speed Protection.
    - Verify that ascending over speed protection is operating consistent with code requirements.
- T-5 Emergency Brake.
    - Verify proper operation of emergency brake.
- T-6 Unintended Movement Protection.
    - Verify that unintended movement protection is operating consistently with code requirements.
- T-8 Emergency Terminal Stopping Means (if applicable)
    - Verify proper operation
- T-9 Leveling and Re-leveling
    - Verify leveling zone, leveling speed and car level to landing sill
- T-10 Machine Brake
    - Verify proper operation by running car to lowest landing with 125% rated load at rated speed.
- T-11 Traction Limits
    - Verify traction limits by running the car down at rated speed with 125% rated load and initiate an emergency stop.

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

- Suitable test weights equaling **125% of rated load,** to be on site before scheduled test.
- 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.

### 1.6.8 Checklist Approval.

The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks which the Contractor plans to provide. The Contractor shall customize a worksheet to match the equipment or use a factory supplied one outlining the sequence of events and tasks to be performed. The Contracting Officer must approve the proposed "Scheduled Routine Maintenance Task Checklist" prior to contract work commencement.

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

### 1.6.9 Disposal of used oil, fuel, batteries, and other toxic substances.

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

### 1.6.10 Test and inspection field report.

The contractor shall provide one copy of a typed summary report to the COR within the next 3 working days after the site work completion. At a minimum the report must include:

- Provide a narrative summary of all the preventive activities performed during the site visit.
- Provide a detailed report noting any deficiencies found, and a narrative summary of the corrective action required.
- Provide a detailed report noting any discrepancy; include photos of the problem and a narrative summary of the corrective action required.
- Provide a Bill of Materials (BOM) as necessary for any required repair parts for future corrective action or repair. The BOM must note component name, part number, vendor or source, approximate lead time, suggested retail price.
- Detail report covering all aspects of equipment upgrading, system modification, new part installation in all locations.
- Provide a "marked-up" as-build drawing as necessary to indicate any modifications or differences found during inspection.
- Signature in the final report of the Locally Employed Staff (LES) that assisted in this planned maintenance action.
- **The report is a requirement to accept service invoices.**

## 1.7 Quality assurance.

The contractor shall institute an appropriate inspection system including:

(a) Develop and maintain checklists of duties to be carried out.
(b) Ensure these duties are carried out by the staff.
(c) Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

## 1.8 Inspection by government

The services performed and the supplies furnished for this contract will be inspected on a regular basis by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards. The contractor shall be responsible for any corrective action within the scope of this contract, which may be required by the Contracting Officer because of such inspection.

## 1.9 Insurance.

Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for 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, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary.

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

The Contractor is required to provide whatever insurance is legally necessary. Shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

| | |
|---|---|
| Bodily Injury, On or Off the Site, in US Dollars | |
| Per Occurrence | ***$5,000 USD*** |
| Cumulative | ***$10,000 USD*** |
| Property Damage, On or Off the Site, in US Dollars | |
| Per Occurrence | ***$5,000 USD*** |
| Cumulative | ***$10,000 USD*** |

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be provided by law or sufficient to meet normal and customary claims.

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before it is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

## 1.10 INVOICING AND PAYMENT

Upon completion and acceptance of the work. The contractor shall submit its electronic Invoice clearly stating the services provided as described in the respective purchase order. This invoice shall be submitted to the following email address: hermoinvoices@state.gov

### 1.10.1 Invoice Revision

The COR will review each summary invoice and approve invoices for payment. It shall be the COR who will interact with the Contractor on any invoice problems.

### 1.10.2 Payment

Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receiving the proper invoice.

## 1.11 DELIVERABLES

The following items shall be delivered under this contract:

| DESCRIPTION | QUANTITY | DELIVERY DATE | DELIVER TO |
|---|---|---|---|
| Registration in SAM | 1 | Date of proposal Submission | CO |
| Checklist signed by Contractor | 1 | At the end of each service visit. | COR |
| List of Personnel & Security Forms | 1 | 5 days after award | COR |
| Certificate of Insurance | 1 | 10 days after award | COR |
| Monthly report | 1 | After completion of each maintenance service | COR |
| Payment Request (Standard Services Invoice) | 1 | Monthly | Invoicing Section |

## 1.12 PERSONNEL SECURITY

After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 15 days to perform. For everyone the list shall include:

- RSO Security Certification Form with:
- Full Name
- Place and Date of Birth
- Current Address
- Identification number

### 1.12.1 IDENTITY CARDS

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

## 1.13 LAWS AND REGULATIONS

The contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with

the lawful orders of any governmental authority having jurisdiction. If there is a conflict between the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

### 1.14 SAFETY PLAN

This safety plan outlines the procedures, controls, and responsibilities required to safely perform elevator maintenance work. It addresses the primary hazards associated with elevator maintenance and establishes clear protocols to protect all personnel involved.

**Identified Risks & Hazards.**

| Risk Category | Specific Hazards |
|---|---|
| Fall Hazards | Falls into elevator shafts, from elevator tops, or from ladders. |
| Mechanical Hazards | Caught-in/between moving parts (cables, pulleys, counterweights). |
| Electrical Hazards | Electrocution from control panels, wiring, or energized components. |
| Struck-By Hazards | Falling tools, components, or unexpected elevator movement. |
| Confined Space | Restricted movement in pits, shafts, and machine rooms. |
| Ergonomic Hazards | Awkward postures, heavy lifting in confined areas. |
| Environmental | Poor lighting, noise, dust, and extreme temperatures in machine rooms. |

**Hierarchy of Controls.**

- Schedule maintenance during off-peak hours to minimize exposure time and foot traffic.
- Verify interlocks and safeties (governor, buffers, pit stop switches) are functional before work begins.
- Implement a Lockout/Tagout **(LOTO)** program — no exceptions.
- Require a two-person rule for all shaft and pit entry.
- Establish a permit-to-work system for **high-risk** tasks.
- Conduct pre-task safety briefings before each maintenance session.
- Maintain a communication check-in schedule for personnel working in isolated areas.

**Personal Protective Equipment (PPE).**

- Hard hats — required in all shaft and pit areas.
- Safety harnesses and lanyards — required when working on elevator tops or at unguarded edges.

- Insulated gloves and tools — required for all electrical work.
- Non-slip footwear — always required.
- Safety glasses — required when working with mechanical and electrical components.

**Confined Space Entry (Pit & Machine Room).**

- Complete a confined space entry permit before each entry.
- Conduct atmospheric testing (oxygen, combustible gases, toxic vapors) prior to and during entry.
- Designate an attendant to remain outside the space during all entry operations.
- Establish a rescue plan and ensure rescue equipment is on-site before entry.

**Fall Protection.**

- Use full-body harness with a shock-absorbing lanyard when working on elevator tops.
- Never lean over open shaft edges without fall protection in place.
- Keep the pit stop switch activated when personnel are in the pit; if applicable.
- Inspect all fall protection equipment before each use.

**Electrical Safety.**

- All electrical work must be performed by qualified electricians or certified elevator technicians.
- Use a voltage tester to verify circuits are de-energized before touching; when necessary.
- Maintain arc flash boundaries and use appropriate arc-rated PPE where required.
- Never bypass or defeat safety interlocks.
- Keep electrical panels clear of obstructions and properly labeled.

**Emergency Procedures.**

- Do not attempt to force open doors or move the elevator without qualified personnel.
- Do not move an injured person unless there is immediate life-threatening danger.
- Activate the pit stop switch to prevent elevator movement.
- Provide first aid until emergency services arrive.
- Do not touch the victim if they are still in contact with the electrical source.
- De-energize the circuit immediately using the main disconnect.
- Call 911 and begin CPR/AED if trained and safe to do so.

## 1.15 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory 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 to ensure that contract standards are achieved.

| Performance Objective | Statement of Work | Performance Threshold |
|---|---|---|
| Performs elevator maintenance services set forth in the scope of work. | Sections 1.6 thru 1.14 | All required services are performed and standards are met. No more than one (1) customer complaint is received per month. Complaints can originate from Government personnel or the COR. |

1.14.1 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.

1.14.2 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.

1.14.3 PROCEDURES

(1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR. If the COR observes unacceptable services, they will follow the same procedures.
(2) The COR will complete appropriate documentation to record the complaint.
(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.
(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.
(5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
(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. If necessary, complaints from the COR will be verified by a third party.
(7) The COR will consider complaints as resolved unless notified otherwise by the complainant.
(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.

## ATTACHMENTS

| | |
|---|---|
| Attachment 1 | Government Furnished Property |
| Attachment 2 | NDAA Compliance Letter |
| Attachment 3 | Certification Regarding Compliance with Applicable Federal Anti-Discrimination Law. |

**ATTACHMENT 1**

GOVERNMENT FURNISHED PROPERTY

None

**ATTACHMENT 2**

NDAA COMPLIANCE LETTER

Section 889 of the National Defense Authorization Act (NDAA) prohibits the use or procurement of service or telecommunications equipment manufactured by ZTE, Huawei, and Xiamoi (or any subsidiary or affiliate of such entities) in support of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.

Such branded products are defined as any information security product, solutions, and services supplied, directly or indirectly, by said manufactures to include video surveillance and telecommunications equipment produced by Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

IN COMPLIANCE WITH THE NDAA, we declare that:

(a) Our network does not employ any device or equipment from the manufacturers stated above.
(b) All products and services provided to the U.S. EMBASSY will not employ any device or equipment from the manufacturers stated above.

**Vendor Information**

Company Name _____
Name - Point of Contact_____
Telephone Number(s) _____
E-mail Address _____
Company Address _____

**ATTACHMENT 3**

CERTIFICATION REGARDING COMPLIANCE WITH APPLICABLE FEDERAL ANTI-DISCRIMINATION LAW.

All Department of State contractors must certify that they do not operate any programs promoting DEI that violate any applicable anti-discrimination laws and agree that such certification is material for purposes of the government's payment decision and therefore subject to the False Claims Act. See 31 U.S.C. 3729(b)(4).

**DIRECTIONS FOR CONTRACTORS**

1. Read the entire certification provided below.
2. After you have read the provisions, please check the appropriate boxes.
3. Upon completion of Step 2, fill out the representation below. *NOTE: This certification is made by a person with the authority to bind the contractor or offeror*.
4. Return completed form to the Contracting Officer.

**CERTIFICATION:**
The Contractor or prospective offeror certifies they:

☐ are in compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 31 USC 3729(b)(4) (False Claims Act); and

☐ do not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws.

Contractor or Offeror Name (Printed or Typed): _____

Authorized Representative Name and Title: _____

Authorized Representative Signature and Date: _____

Solicitation Number: 19MX5726Q0002

## SECTION 2
CONTRACT CLAUSES

**52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2023) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)**

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2026)**

(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 products and commercial services:
(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (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)).
(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801).
(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).
(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 products and commercial services:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) ( 41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

_X_ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

___ (6) [ Reserved].

___ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

___ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( Pub. L. 115–390, title II).

_X_ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( Pub. L. 115–390, title II).
__(ii) Alternate I (Dec 2023) of 52.204-30.

_X_ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( 31 U.S.C. 6101 note).

___ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( 41 U.S.C. 2313).

___ (14) [Reserved].

___ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( 15 U.S.C. 657a).

___ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (17) [Reserved]

___ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
__(ii) Alternate I (Mar 2020) of 52.219-6.

__ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
__(ii) Alternate I (Mar 2020) of 52.219-7.

__ (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)( 15 U.S.C. 637(d)(2) and (3)).

__ (21) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) ( 15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Nov 2016) of 52.219-9.
__ (iii) Alternate II (Nov 2016) of 52.219-9.
__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Jan 2025) of 52.219-9.

__ (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
__(ii) Alternate I (Mar 2020) of 52.219-13.

__ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

__ (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
__ (ii) Alternate I (Mar 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

__ (28) 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 (Oct 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).

__ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15 U.S.C. 637(a)(17)).

__ (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

X (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)( E.O. 13126).

__ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

__ (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
__(ii) Alternate I (Feb 1999) of 52.222-26.

__ (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).
__(ii) Alternate I (Jul 2014) of 52.222-35.

__ (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).
__(ii) Alternate I (Jul 2014) of 52.222-36.

X _ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).

__ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (39) (i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) ( Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

___ (41) (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.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ( 42 U.S.C. 7671, *et seq.*).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ( 42 U.S.C. 7671, *et seq.*).

__ (44) 52.223-20, Aerosols (May 2024) ( 42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (May 2024) ( 42 U.S.C. 7671, *et seq.*).

__ (46) 52.223-23, Sustainable Products and Services (May 2024) ( E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

__ (47) (i) 52.224-3 Privacy Training (Jan 2017) ( 5 U.S.C. 552 a).
__(ii) Alternate I (Jan 2017) of 52.224-3.

__ (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
__(ii) Alternate I (Oct 2022) of 52.225-1.

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__(ii) Alternate I [Reserved].
__(iii) Alternate II (Jan 2025) of 52.225-3.
__(iv) Alternate III (Feb 2024) of 52.225-3.
__(v) Alternate IV (Oct 2022) of 52.225-3.

X (50) 52.225-5, Trade Agreements (NOV 2023) ( 19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ( E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

X (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( 31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).

X (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).
__(ii) Alternate I (Apr 2003) of 52.247-64.
__(iii) Alternate II (Nov 2021) 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 products and commercial services:

__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).
__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) ( 49 U.S.C. 40118(g)).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) ( 41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (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)).
(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
(vii)
(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( Pub. L. 115–390, title II).
(B) Alternate I (Dec 2023) of 52.204–30.
(viii) 52.219-8, Utilization of Small Business Concerns (Feb 2024) ( 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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
(xiv) 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.
(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).
(xvi)
(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
(xxii)
(A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 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 products and commercial services 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

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

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

*Foreign person* means any person other than a United States person.

*United States person*, as defined in 26 U.S.C. 7701(a)(30), means–

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice

submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall–

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)

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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

| CLAUSE | TITLE AND DATE |
|---|---|
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023) |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) |
| 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) |
| 52.204-27 | PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) |
| 52.222-19 | CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025) |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) |
| 52.228-3 | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) |
| 52.228-4 | WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APRIL 1984) |
| 52.228-5 | INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) |
| ***5***2.229-6 | FOREIGN FIXED PRICE CONTRACTS (FEB 2013) |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013) |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) |

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

THE FOLLOWING FAR CLAUSE(S) IS/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.

(a) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 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 September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm .

(End of clause)

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.

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");

1. 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)

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:
(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

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

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

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

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 to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Invoices should be sent to email : hermoinvoices@state.gov

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

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

| |
|---|
| |
| |
| |

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements*. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting*. The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records*. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts*. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program*. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated

hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

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

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

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

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday 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 contractors accounting policy.

**Mexican Holidays:**

- Anniversary of Mexican Constitution (1st Monday of February)
- Benito Juarez's Birthday (3rd Monday of March)
- Holy Thursday (varies)
- Good Friday (varies)
- Mexican Labor Day (MAY 1st)
- Anniversary of the Battle of Puebla (MAY 5th)
- Mother's Day (MAY 10th)
- Mexican Independence Day (September 16th)
- All Soul's Day (November 2nd)
- Anniversary of Mexican Revolution (3rd Monday of November)
- Our Lady of Guadalupe's Day (12$^{th}$ of December)

(End of clause)

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 the Building Engineer

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

**Certification Regarding Compliance with applicable Federal anti-discrimination laws**

No funds awarded under this contract may be used for any initiatives or programs, or any activities that do not comply with Executive Order 14173 titled Ending Illegal Discrimination and Restoring Merit-Based Opportunity.
The Contractor shall submit, prior to award or upon request from the Contracting Officer, a certification that confirms:
1.Its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code and;
2.It does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws.

(End of provision)

## SECTION 3
SOLICITATION PROVISIONS

3.1 **FAR 52.212-1 INSTRUCTIONS TO OFFERORS**
COMMERCIAL ITEMS (SEP 2023) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

3.2 ADDENDUM TO 52.212-1

### 3.2.1 SUMMARY OF INSTRUCTIONS.

Electronic quotes and offers will be accepted.
Offerors shall submit their proposals in 2 separate volumes.

**Each quote must consist of the following:**

#### 3.2.1.1 VOLUME 1

1 A completed solicitation, in which the **SF-1449 cover page** (blocks 12, 17, 19-24, and 30 as appropriate)

2 A completed pricing schedule under **Section 1/ 1.5 Prices**, Continuation to SF-1449, (the rates shall be all inclusive)

3 The offeror shall provide proof of SAM registration to include the SAM UEI number
(To receive an award, Offerors must also have an active registration in the System for Award Management at the following link link: https://sam.gov/content/entity-registration )

4 Attachment NDAA compliance letter filled out and signed

5 Attachment Certification Regarding Compliance with applicable federal Anti-Discrimination Law.

#### 3.2.1.2 VOLUME 2

A- Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in Mexico or plans to establish an office within 30 days of contract award.

(3) List of clients over the past 5 (five) 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 Mexico 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 ELEVATOR MAINTENANCE SERVICES to include but not limited to:

- A work plan taking into account all work elements in Section 1, Performance Work Statement.
- 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;
- Plan of ensuring quality of services including but not limited to contract administration and oversight; and
- (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.

## 3.3 QUESTIONS & ANSWERS

1- Oral questions will not be answered.
2- Questions related to this solicitation shall be submitted in writing to the following email address: hermogsocontracts@state.gov
3- Questions shall refer the page number, section, paragraph and sentence of the solicitation to prevent confusions.

4- The dateline to submit questions is **Wednesday July 8, 2026 before 12:00 hours (noon),** local time.
5- Following the questions deadline, all prospective offerors will be able to download all questions presented in writing prior to the conference and all questions sent via -email, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued and posted.

## 3.4 SUBMISSION DATE & ADDRESS

Electronic quote/ proposals and offers will be accepted. Submit the complete quote/proposal via email no later than **Friday Jul 31, 2026,** before 12:00 hours, local time, to the electronic address indicated below: hermogsocontracts@state.gov

**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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISION(S) IS/ARE INCORPORATED BY REFERENCE:

| PROVISION | TITLE AND DATE |
|---|---|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT (NOV 2024) |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020) |
| 52.211-1 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (SEP 2023) |
| 52.212-1 | INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) |

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition 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 first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(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, the Minister Counselor for Management Affairs, at telephone number 5080-2800 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 or write to:

Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

## 3.5 ADDITIONAL INSTRUCTIONS

a) Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.

b) The price offered shall include costs and profit as proposed by the offeror for performing all the requirements of the completed contract as set forth in this solicitation. The costs and profit should take into consideration magnitude and realism (from both a technical and cost perspective).

c) Each CLIN shall be separately priced. Failure to enter either a price or one of the no charge notations, i.e., leaving the space blank, may render the proposal unacceptable, additionally entering "Not Separately Priced" or "NSP" is not acceptable.

d) Acceptance of Proposals. The Government reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements which are considered by the Government to be beyond the state of the art or impossible of attainment.

## SECTION 4
## EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) PRICE EVALUATION. 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 reserves the right to reject proposals that are unreasonably low or high in price.

(d) RESPONSIBILITY DETERMINATION. 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
- Otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

THE FOLLOWING FAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

## SECTION 5
## REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it ‘‘does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument’’ in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications–Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it ‘‘does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services’’ in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use

of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation*. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures*.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions*. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representations*. (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

*Covered telecommunications equipment or services* has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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

(10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

*Reasonable inquiry* has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*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"—

*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 (SDVOSB) concern* means a small business concern—

(1)
(i) Not less than 51 percent of which is owned and controlled 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; or
(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
(3) *Service-disabled veteran*, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.
*Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program* means an SDVOSB concern that—
(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.
*Service-disabled veteran-owned small business (SDVOSB) Program* means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.
*Small business concern*—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
*Small disadvantaged business concern*, consistent with 13 CFR 124.1001, 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 the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(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 and controlled 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 on e 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 least51 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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(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 in SAM.
(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM 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 Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __.
[*Offeror to identify the applicable paragraphs at (c) through (v) 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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.
(1) *Small business concern*. The offeror represents as part of its offer that—
(i) It ☐ is, ☐ is not a small business concern; or
(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
(3) *SDVOSB 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 that it ☐ is, ☐ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it ☐is, ☐is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
(5) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐is, ☐is not a small disadvantaged business concern as defined in 13 CFR 124.1001.
(6) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it ☐is, ☐is not a women-owned small business concern.
(7) *WOSB joint venture eligible under the WOSB Program*. The offeror represents that it ☐is, ☐is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents that it ☐is, ☐is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c).[*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.
(9) *Women-owned business concern (other than small business concern)*. [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it ☐is a women-owned business concern.
(10) *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:_____
(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that–
(i) It ☐is, ☐is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and
(ii) It ☐is, ☐is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*_____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.
(d) Representations required to implement provisions of Executive Order11246-

(1) Previous contracts and compliance. The offeror represents that-
(i) It ☐has, ☐has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It ☐has, ☐has not filed all required compliance reports.
(2) *Affirmative Action Compliance*. The offeror represents that-
(i) It ☐has developed and has on file, ☐has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

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

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

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

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical 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 | Exceeds 55% domestic content (yes/no) |
|---|---|---|
| _____ | _____ | _____ |

[*List as necessary*]

(3) Domestic end products containing a critical component:

Line Item No. ___

[*List as necessary*]

(4) 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)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical 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 Bahraini, 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 Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

| Line Item No. | Country of Origin |
|---|---|
| _____ | _____ |

[*List as necessary*]
(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
*Other Foreign End Products*:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---|---|---|
| _____ | _____ | _____ |

[List as necessary]
(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
Line Item No. ___
[List as necessary]
(v) 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 II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":
*Israeli End Products*:

| Line Item No. |
|---|
| _____ |

[*List as necessary*]
(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:
(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical 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."
(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":
Korean End Products or Israeli End Products:

| Line Item No. | Country of Origin |
|---|---|
| _____ | _____ |

[*List as necessary*]
(4) *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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.
*Other End Products*:

| Line Item No. | Country of Origin |
|---|---|
| _____ | _____ |

[*List as necessary*]
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American 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, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(2) ☐ Have, ☐ 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, ☐ 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, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
(i) Taxes are considered delinquent if both of the following criteria apply:
(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*
(1) *Listed end products*.

| Listed End Product | Listed Countries of Origin |
|---|---|
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract 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) *Maintenance, calibration, or repair of certain equipment as described in FAR* 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that–

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

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

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

☐ (2) *Certain services as described in FAR* 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract 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.
(l) *Taxpayer Identification Number (TIN) (* 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( 31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(3) *Taxpayer Identification Number (TIN)*.
☐TIN: _____.
☐TIN has been applied for.
☐TIN is not required because:
☐Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
☐Offeror is an agency or instrumentality of a foreign government;
☐Offeror is an agency or instrumentality of the Federal Government.
(4) *Type of organization*.
☐Sole proprietorship;
☐Partnership;
☐Corporate entity (not tax-exempt);
☐Corporate entity (tax-exempt);
☐Government entity (Federal, State, or local);
☐Foreign government;
☐International organization per 26 CFR1.6049-4;
☐Other _____.
(5) *Common parent*.
☐Offeror is not owned or controlled by a common parent;
☐Name and TIN of common parent:
Name _____.
TIN _____.
(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) 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 ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ 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 e-mail 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 the threshold at FAR 25.703-2(a)(2) 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 (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).
(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 ☐ has or ☐ 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: ☐ Yes or ☐ 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 ☐ is or ☐ 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 ( 12.301(d)(1)).
(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 website 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 website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
(iii) A publicly accessible website includes the Offeror's own website 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 website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.
(u)
(1) 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)(1) 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).
(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.
(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(2) The Offeror represents that–
(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.
(End of Provision)

Alternate I (Feb 2024). As prescribed in 12.301 (b)(2), add the following paragraph (c)(12) to the basic provision:
(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) 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.

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14***. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [__]is [__]is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then —

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions***.

(End of provision)

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

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT 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/vffara.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.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN (JUN 2020)