

# **Construction Contract for: Earle Cabell Elevator Modernization Project, Earle Cabell Federal Building, Dallas, Texas**

## **The Solicitation**

<b>SOLICITATION, OFFER, AND AWARD</b> <b>(Construction, Alteration, or Repair)</b>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	47PH0821R0001	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	01/14/2021	1 167

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		62288
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
General Services Administration (GSA) Public Buildings Service (PBS) Acquisition Management Division (AMD) (7PQA) 819 Taylor Street, Suite 12B-372 Fort Worth, Texas 76102 jason.gerloff@gsa.gov		Address offer to Jason Gerloff, jason.gerloff@gsa.gov  All proposals (Price and Technical) must be emailed to: jason.gerloff@gsa.gov  before the due date specified herein.
9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	Jason Gerloff	(817) 201-8269

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

Construction Contract for: Earle Cabell Elevator Modernization Project, Earle Cabell Federal Building, Dallas, Texas  
See Project Summary in the Agreement.

The Construction Range of this project is between \$5,000,000.00 - \$10,000,000.00.

A Bid Bond, Performance Bond and Payment Bond are required for this project.

Electronic copies of the Contractors proposal shall be received by the date and time established herein. The time received is the time when it reaches the Government Contracting Officers email and not when it is sent. The Technical Proposal and the Cost Proposal shall be submitted in separate PDF documents to jason.gerloff@gsa.gov.

Proposals will not be accepted via mail to the Government.

Site visits will be held at the following dates and times and in conjunction with the pre-proposal conference:

January 28, 2020 at 8:30 am CST and 2:30 pm CST. Pre-registration is required for all attendees to the pre-proposal Site Visit.

The Site Visit shall be limited to not more than three (3) representatives from each Offeror. See Section I.G. Site Visit.

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>775</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>Performance Period</u> ).	12b. CALENDAR DAYS
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

### 13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM CT (hour) local time 02/23/2021 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
CODE	FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY GSA, PBS, AMD 819 Taylor Street Fort Worth, TX 76102	27. PAYMENT WILL BE MADE BY BCFA, PBS Payments Branch PO Box 17181 Fort Worth, TX 76102-0181	

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.		
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Jason Gerloff		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

Name of bidder here

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PREPARED BY:

DATE:

**BASE****Attachement 3: Bid Schedule**

Project Number and Name:

62288 Elevator Modernization

Building Number and Name:

TX0284DA - Earle Cabell Federal Building

RFP Number:

Enter RFP Number Here

Offeror shall provide detailed break out of the work in each division to allow GSA to identify the work effort.  
Offeror shall insert additional line(s) in each division to expand divisions as needed to provide adequate detail.

DIVISION	DESCRIPTION	MATERIAL	LABOR	EQUIPMENT	TOTAL
Division 01	General Requirements	\$ -	\$ -	\$ -	\$ -
Division 02	Existing Conditions	\$ -	\$ -	\$ -	\$ -
Division 03	Concrete	\$ -	\$ -	\$ -	\$ -
Division 04	Masonry	\$ -	\$ -	\$ -	\$ -
Division 05	Metals	\$ -	\$ -	\$ -	\$ -
Division 06	Wood, Plastics and Composites	\$ -	\$ -	\$ -	\$ -
Division 07	Thermal and Moisture Protection	\$ -	\$ -	\$ -	\$ -
Division 08	Openings	\$ -	\$ -	\$ -	\$ -
Division 09	Finishes	\$ -	\$ -	\$ -	\$ -
Division 10	Specialties	\$ -	\$ -	\$ -	\$ -
Division 11	Equipment	\$ -	\$ -	\$ -	\$ -
Division 12	Furnishings	\$ -	\$ -	\$ -	\$ -
Division 13	Special Construction	\$ -	\$ -	\$ -	\$ -
Division 14	Conveying Equipment	\$ -	\$ -	\$ -	\$ -
Division 21	Fire Suppression	\$ -	\$ -	\$ -	\$ -
Division 22	Plumbing	\$ -	\$ -	\$ -	\$ -
Division 23	Heating, Ventilation and Air Conditioning	\$ -	\$ -	\$ -	\$ -
Division 25	Integrated Automation	\$ -	\$ -	\$ -	\$ -
Division 26	Electrical	\$ -	\$ -	\$ -	\$ -
Division 27	Communications	\$ -	\$ -	\$ -	\$ -
Division 28	Electronic Safety and Security	\$ -	\$ -	\$ -	\$ -
Division 31	Earthwork	\$ -	\$ -	\$ -	\$ -
Division 32	Exterior Improvements	\$ -	\$ -	\$ -	\$ -

Division 33	Utilities	\$ -	\$ -	\$ -	\$ -
Division 33	Utilities	\$ -	\$ -	\$ -	\$ -
Division 34	Transportation	\$ -	\$ -	\$ -	\$ -
Division 35	Waterway and marine construction	\$ -	\$ -	\$ -	\$ -
Division 41	Material Processing and Handling Equipment	\$ -	\$ -	\$ -	\$ -
Division 44	Pollution and Waste Control Equipment	\$ -	\$ -	\$ -	\$ -
Division 46	Water and Wastewater Equipment	\$ -	\$ -	\$ -	\$ -
Division 48	Electrical Power Generation	\$ -	\$ -	\$ -	\$ -

<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -
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**Construction Contract for the Earle Cabell Elevator Modernization Project, Earle Cabell Federal Building, Dallas, Texas****I. General Information****I.A. The Solicitation and Contract**

(1) This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the Solicitation Documents. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.

(2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.

(3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror, and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

**I.B. List of Solicitation Documents**

The Solicitation Documents are comprised of:

- (1) The Solicitation
- (2) Offeror Representations and Certifications Form
- (3) Standard Form (SF) 1442 – Solicitation Offer and Award
- (4) The Agreement and Attachments to the Agreement
- (5) The Specifications, Drawings, Exhibits and other Attachments
- [6] Other Forms Required For Submission with Proposals

**I.C. Authorized Representatives**

The following individuals are designated as the authorized GSA representatives under this Solicitation:

<b>Authorized Representative Information:</b>	
<b>Contracting Officer's Information</b>	
Name:	Jason Gerloff
Address:	General Services Administration (GSA), Public Buildings Services (PBS), 819 Taylor Street Suite 12B-372, Fort Worth, Texas 76102
Telephone:	817-201-8269
Email:	<a href="mailto:jason.gerloff@gsa.gov">jason.gerloff@gsa.gov</a>



<b>Authorized Representative Information:</b>
<b>Alternate POC Information</b>
Name: Bradon Garbers (7PADN)
Address: General Services Administration (GSA), Public Buildings Services (PBS), 819 Taylor Street, Fort Worth, Texas 76102
Telephone: 214-767-6254
Email: <a href="mailto:brad.garbers@gsa.gov">brad.garbers@gsa.gov</a>

**I.D. Pre-Proposal Conference**

Date: January 28, 2021
Time: 8:30 am CST
Location: Earle Cabell Federal Building, 1100 Commerce Street, Dallas, Texas 75242

Date: January 28, 2021
Time: 2:30 pm CST
Location: Earle Cabell Federal Building, 1100 Commerce Street, Dallas, Texas 75242

Prospective attendees must register their company with the GSA Contracting Officer via e-mail at [jason.gerloff@gsa.gov](mailto:jason.gerloff@gsa.gov). The registration (information) submitted to the Contracting Officer should include the firm's name, address, site visit date and time, phone numbers, as well as those who will be attending the meeting. Call-in reservations will not be accepted.

Interested parties must notify the Contracting Officer for further information about attendance and to confirm location, time and date. To request a reasonable accommodation due to a disability, contact the Contracting Officer.

ALL Prospective offerors are strongly encouraged to attend the site visit due to the unique nature of this project. Site visits shall be conducted with a maximum of 10 people present to prevent exposure to and spread of the COVID-19 virus. If necessary, multiple site visits will be scheduled to accommodate prospective proposers. Attendance at this conference is vital to the preparation of a competitive and cost effective proposal and to understanding the total result desired by the Government. Failure to attend this meeting may not be used as an excuse for omissions and miscalculations in offers.

**I.E. Estimated Price Range**

In accordance with FAR 36.204, disclosure of the magnitude of construction projects, the construction cost of magnitude is between \$5,000,000.00 and \$10,000,000.00.

**I.F. FAR 52.228-1 Bid Guarantee (Sep 96)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

**I.G. FAR 52.236-27 Site Visit – Construction (Feb 95)**

(1) The clauses at FAR [52.236-2](#), Differing Site Conditions, and FAR [52.236-3](#), Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors are urged and expected to inspect the site where the work will be performed.

(2) Site visits will be held at the following dates and times and in conjunction with the pre-proposal conference:

Date: January 28, 2021
Time: 8:30 am CST

Date: January 28, 2021
Time: 2:30 pm CST

(3) Pre-registration is required for all attendees to the pre-proposal Site Visit/pre-proposal conference. The Site Visit shall be limited to not more than three (3) representatives from each Offeror. Offerors shall submit a Visit Authorization Request (VAR) identifying all attendees from their respective team (**see Pre Proposal information above for additional requirements**). Participants must have a valid, Government issued picture identification, driver's license preferred, to gain access for the pre-proposal Site Visit. Notification of the location of entry, where attendees are required to meet, and all other requirements for the Site Visit will be issued to the Offerors. Submit the VAR to the point of contact listed below.

For further information about the site visit or access requirements, please contact:

Name: Bardon Garbers
Telephone: 214-767-6254
Email: <a href="mailto:brad.garbers@gsa.gov">brad.garbers@gsa.gov</a>

#### I.H. Receipt of Offers

(1) In order to be considered for award, offers conforming to the requirements of the Solicitation must be received at the following office no later than 2:00 pm central time on the following date and at the following address.

Date: February 23, 2021
Address: via email to <a href="mailto:jason.gerloff@gsa.gov">jason.gerloff@gsa.gov</a>
<p><b>Electronic Submission of Proposals:</b> Offers must be <b>received by the email address of the GSA Point of Contact (POC)</b> listed herein on or before the date and time established for receipt of offers. The date and time of receipt will be established according to the Government computer system's documentation showing the exact official time of receipt by the GSA POC listed herein and <b>not</b> by the time the electronic proposal was <u>sent by the Offeror</u> or <u>received by the GSA server</u>. It is the Offeror's responsibility to ensure proposals are complete and submitted early enough to be received by the GSA POC before the deadline, and to confirm receipt before the deadline. Proposals or portions of proposals which are received by the GSA POC later than the time noted within will be rejected and will not be considered.</p> <p><b>NOTE:</b> The maximum file size is 25 MB. GSA has occasionally experienced delays in delivery of emails from the GSA server to an email account. Therefore contractors/offerors need to plan accordingly.</p> <p><b>WARNING:</b> Consistent with GAO case law on the issue of "late-is-late rule" related to electronically submitted proposals, GSA will strictly comply with and enforce FAR 52.215-1(c)(3)(ii)(A). Pursuant to GAO's application of FAR 52.215-1(c)(3)(ii)(A), an electronically submitted proposal that is received late will not be considered unless (1) it is received before award is made, (2) the Contracting Officer determines that accepting</p>

Date: February 23, 2021

the late offer would not unduly delay the acquisition **and** (3) it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals. FAR 52.215-1 (c)(3)(ii)(A)(1).

Proposals will not be accepted via mail to the Government. Disregard paragraphs (2) and (3) below.

#### **Questions Regarding the Solicitation**

Submit all questions regarding the solicitation in writing to the Contracting Officer 10 days prior to the Solicitation due date. Any responses provided by GSA will be posted to beta.SAM.gov as an Amendment to the Solicitation.

(2) Offers sent by commercial package delivery and hand delivery shall be deemed received as of the date and time of delivery to the office designated for receipt of offers.

(3) Offers sent by United States Mail shall be deemed timely if delivered to the address of the government installation designated for receipt of offers on or before the date established for receipt of offers.

## **II. Proposals**

### **II.A. Proposal Contents**

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

1. Price Proposal
2. Technical Proposal
3. Representations and Certifications
4. Standard Form 24, Bid Bond
5. Subcontracting Plan
6. GSA Form 527 – Contractor's Qualification and Financial Information
7. Other Documents as Required

### **II.B. Proposal Format**

Firms shall submit one (1) electronic copy of the technical proposal and one (1) electronic copy of the price proposal. The submission should be organized to correspond with the evaluation factors listed below.

Electronic copies must be submitted by email to [jason.gerloff@gsa.gov](mailto:jason.gerloff@gsa.gov). Electronic copies must be received by the date and time listed in this solicitation. The proposal is considered received upon the date stamp receipt of the Government Contracting Officer's email and not when the contractor sends the email.

The total technical proposal submission should not exceed 33 pages one sided, 8 ½" x 11", vertical (portrait) format pages, consisting only of the specified materials described in this solicitation. The cover letter, table of contents, schedule, past performance questionnaires, and section dividers are excluded from this page count. Only the first 33 pages will be evaluated.

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposals. Nor does it commit the Government to procure or contract for said services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this proposed procurement.

The content of all proposals will remain confidential until an award is made. Each evaluator will sign and provide to GSA a "Conflict of Interest Acknowledgment and Nondisclosure Agreement."

## **II.C. Price Proposal**

### **(1) Contents**

The Price Proposal shall consist of the SF 1442 and all documents stated herein (please include your DUNs number in Box 14 of the SF 1442), with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

### **(2) Qualifications, Exclusions and Conditions**

If the Offeror communicates in its proposal any qualifications, exclusions, or conditions to the proposed prices not provided for in the Contract Documents, the Contracting Officer may reject the proposal and exclude the Offeror from further discussions.

## **II.D. Technical Proposal**

The Technical Proposal shall include the information requested below for the non-price factors described in Section VI.

### **TECHNICAL EVALUATION FACTORS**

#### **A. FACTOR Technical Approach**

Description: This factor considers the offeror's technical approach to the work and must demonstrate a complete understanding of the work required/specified. This factor considers proposed elevator data, performance criteria, related work, including critical functional issues of safety, code compliance, energy conservation, low maintenance, level of quality, and durability of materials. Offerors shall address all items outlined in section II.D of the Solicitation Technical Proposal requirements.

Standard for Evaluation: The standard is met when:

- All items within the technical portion of the specification have been addressed and the

Offeror shows a complete understanding of the work required and specified.

- **Elevator Data and Performance Criteria.** The Offeror demonstrates understanding of the performance standards required, as stated in the specification. The offeror gives calculated handling capacity for the group of elevators for the various traffic patterns indicated. The Offeror's calculations should show any energy savings over the existing elevators.
- **Code Compliance.** The Offeror demonstrates compliance with the latest codes.
- **Treatment of hoistway entrances, doors and fixtures.** The Offeror submits the proposed hoistway entrances and doors, detailing the recommended treatment, i.e., to match the existing elevator lobbies.
- **Performance and Energy savings.** The Offeror submits the proposed performance gains (Traffic Analysis) and estimated energy savings over the existing equipment.

## **B. FACTOR: Past Experience on Relevant Projects**

Description: This factor considers the extent of the offeror's experience installing, servicing and maintaining the manufacturer's elevators. Offeror shall provide evidence of at least five (5) PROJECTS demonstrating successful experience in the past six (6) years (from the date of this solicitation) comparable in scope and number of elevators operating successfully for at least five (5) years under the contractor's maintenance (1 year under the warranty plus 4 additional years of maintenance). For purposes of this solicitation, a group of two (2) elevators operating together shall be considered comparable in number.

Offeror shall submit a minimum of three (3) recent projects. ***If 3 modernization projects do not include requirements for both modernization and maintenance, offeror shall submit additional elevator maintenance projects so at least 3 elevator maintenance projects/contracts are submitted.*** On additional elevator maintenance contracts that did not include installation, offeror shall show that they provided maintenance for at least one year on each maintenance contract.

Standard of Evaluation: The standard is met when:

- The offeror has performed successfully comparable work to that described in the solicitation under at least three (3) contracts within the last six (6) years (from the date of this solicitation).
- Offeror shows that it has at least five (5) years successful experience in designing, installing, servicing and maintaining the manufacturer's elevators.
- Offeror shows that it has at least one (1) year experience beyond the 1 year warranty period, servicing and maintaining elevators on at least three (3) projects/contracts.

## **C. FACTOR: Schedule**

Description: This factor considers the proposed work schedule to provide a quality enhancement of the conveying systems. The schedule shall be well planned and include phasing to provide the best possible elevator service while avoiding excessive shut down time.

Standard of Evaluation: The standard is met when:

- The offeror proposes a guaranteed delivery time of not more than 730 days after issuance of the notice to proceed.
- The offeror provides a schedule in the form of a bar chart, line chart, or other suitable form of scheduling, clearly defining the phases of the project.
- The offeror's schedule minimizes the amount of work done outside of normal working hours involving additional cost to the Government while considering the need to keep elevators in service during normal working hours of building occupants.
- The Offeror that provides the shortest elevator out of service schedule will score accordingly.

#### **D. Factor: Past Performance**

Description: This factor considers the quality of the offeror's past performance in successfully performing comparable elevator modernization/maintenance contracts. Per FAR 15.305(a)(2)(iv), firms with no relevant past performance history may not be evaluated favorably or unfavorably on past performance.

The Offeror shall submit references (a person or persons who may be contacted regarding the quality of the Offeror's past performance) for comparable projects substantially completed within the last eight (8) years (from the issuance of this solicitation). The Offeror must provide a GC Reference Form for each reference (FACTOR D: PAST PERFORMMANCE QUESTIONNAIRE) 4 pages. The name, title, company name, **current phone number, and email** for each reference must appear on the form. All forms must be completed in full and submitted with the technical proposal.

This factor will be evaluated based upon the written responses to the RFP by the Offeror and by the evaluation of responses of references recommended by the Offeror. The Government also reserves the right to use other government data available in its assessment of the offeror. The quality of the reference information supplied will be considered. In accordance with FAR 15.306, the offeror will be given the opportunity to respond to adverse past performance information.

Standard of Evaluation: The standard is met when:

- The past performance on similar contracts was satisfactory or better. In order to be considered satisfactory, the offeror must have completed the work in accordance with all contract requirements. References contacted state that they would contract with the offeror again. The Government must review/contact at least three (3) of the references provided. Additional references may be contacted. Evaluators may consider performance on contracts that are not submitted by the Offeror if they have knowledge of contracts not listed or if contracts not listed are discovered during interviews. The same basic questions shall be asked of each reference contacted.
- According to the references contacted, the timeliness on similar contracts was satisfactory or better. In order to be considered satisfactory, the offeror must have met all significant milestones and completed all projects timely.
- According to the references contacted, preventive maintenance services were satisfactory. Responses to call-backs were timely (within 1 hour).

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past

performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), previously submitted PPQ information, and any other known sources not provided by the Offeror. While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. GSA will not maintain a database of PPQs submitted by Offerors.

#### **E. FACTOR: Preventive Maintenance Approach**

Description: This factor considers the program to be employed by the offeror in performing full service maintenance in accordance with Section 14210, which is designed to ensure efficient operation of equipment/systems and to extend the useful life of the equipment/systems. The factor includes the overall program, which must identify the equipment to be maintained, the frequencies for maintenance on each piece of equipment, the maintenance to be performed and the location of the equipment. This factor also considers the offeror's work plan for responding to routine as well as emergency calls during and outside normal working hours, and for performing repairs as well as needed tests of equipment and systems.

Standard of Evaluation: The standard is met when:

- The offeror demonstrates its understanding of the requirements by submitting a program that is comprehensive and shows a grasp of the need for preventive maintenance, its purpose, and the nature and condition of equipment to be maintained.
- The offeror proposes to perform the maintenance recommended by the manufacturer at the frequencies recommended by the manufacturer.
- The offeror demonstrates its understanding of the requirement by submitting a work plan that recognizes the need to minimize the amount of time that elevators are out of service for repairs.
- The offeror's schedule outlines the plans for scheduling and conducting tests in terms of what tests will be performed during or outside of normal working hours. The offeror demonstrates its understanding of and need for tests required by ASME Code and any other applicable building codes.
- The offeror demonstrates its understanding of the requirements by submitting a plan that clearly delineates how service calls will be responded to and specifies time frames for response during and outside normal working hours. Response times must be within the range of zero to one hour.

#### **II.E. Other Information to Submit with Proposal**

##### **(1) Representations and Certifications**

Offerors are reminded their SAM registration status must be "Active", at the time their offer is submitted, to be considered for award (see 52.204-7). Offerors submitting a proposal in



response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in System for Award Management (SAM), accessed via [System for Award Management](#). Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8) using the attached Offeror's Representations and Certifications (C301). This must be submitted with the Technical proposal.

## (2) Qualifications of Offerors

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract. Offerors shall submit this information on GSA Form 527 – Contractor's Qualifications and Financial Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed. The GSA Form 527 is to be submitted with the price proposal contents.

## (3) Notice of Apprenticeship Programs

GSA is promoting the use of registered apprenticeship programs on this project. An Apprenticeship Plan is required after the award, if applicable.

## II.F. Requirements of Joint Venture Offerors

(1) All offers submitted by joint ventures must include a copy of an executed joint venture agreement (with original signatures) which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member. This is to be included in the price proposal package.

(2) An authorized representative of each member of the joint venture must sign the SF 1442 accompanying an offer regardless of any agency relationship established between the members.

(3) In the case of corporations that are joint venture members, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, either by so certifying in the joint venture agreement, or by submitting a separate certification to the Government. The joint venture must also provide a certificate that identifies a principal representative of the joint venture with full authority to bind the joint venture.

(4) Representations and certifications, financial information, and past performance information must be submitted for each member of the joint venture.

## III. General Provisions

### III.A. Availability of Funds

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of contract award.

### **III.B. Requests for Clarification or Interpretation**

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but do not warrant that all such requests will be answered within 7 calendar days. Prospective Offerors should make such requests not less than 10 calendar days, prior to the date set for receipt of offers.

### **III.C. Notice to Small Business Firms**

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) ([Small Business Administration](#)). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

### **III.D. Information Concerning the Disclosure of Solicitation Results**

This acquisition is being conducted under the provisions of FAR Part 15 as a negotiated procurement. In accordance with FAR 3.104 and FAR 15.207, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or the information contained in such offers will be made available until after award except as provided by FAR 15.503.

### **III.E. Affirmative Procurement Program**

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as set forth in the Agreement. Refer to Clause FAR 52.223-10 encouraging vendors to practice waste reduction.

### **III.F. Notice Concerning Preparation of Proposals**

Offerors are cautioned to carefully read the entire Solicitation and the Agreement to be included in the Contract contemplated by the Solicitation in order to be fully aware of all requirements and clauses in the contemplated Contract. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out, that all pricing and other numerical data is accurately calculated, and that all copies of the Offer contain the same information.

### **III.G. Bond Requirements**

If a bid guarantee is required to be submitted with your offer, any contract awarded will require a performance bond and payment bond as specified in the Agreement. Offerors who utilize individual sureties should note the requirement for a certified, audited, financial statement for each person acting as an individual surety under clause FAR 52.228-1 Bid Guarantee and the requirements of clause FAR 52.228-11 Pledge of Assets.

### **III.H. Contractor Performance Information**

(1) *Evaluating Contractor Performance:* The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process.

CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is [Contractor Performance Assessment](#)

Completed CPARS evaluations are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by Federal acquisition community for use in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for contractor past performance data.

(2) *CPARS Registration*: Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.

(3) *Contractor CPARS Training*: Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site ([CPARS Training](#)) and updated as needed.

(4) *Contractor Representative (CR) Role*: All evaluations will be sent the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

### **III.I. Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information**

Certain information contained in the Solicitation Documents may have been designated as Controlled Unclassified Information (CUI) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

### **III.J. RESERVED**

## **IV. FAR/GSAR Solicitation Provisions**

### **IV.A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 98)**

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

#### **IV.B. RESERVED**

#### **IV.C. FAR 52.216-1 Type of Contract (APR 84)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

#### **IV.D. FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 14)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

#### **IV.E. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
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Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
18.2%	6.9%

These goals are applicable to all of the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is: **Texas, Dallas County, City of Dallas**

#### **IV.F. FAR 52.225-10 Notice of Buy American Requirement—Construction Materials. (MAY 2014)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials" (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding

the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

#### **IV.G. Buy American Exceptions**

For Buy American exceptions, if any, see the applicable Buy American clause in Section IV of the Agreement.

#### **IV.H. FAR 52.233-2 Service of Protest (SEP 06)**

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address provided in the provision "Receipt of Offers" in Section I (General Information).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **IV.I. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)**

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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

[Federal Acquisition Regulation](#)

NUMBER	TITLE	DATE
52.214-34	Submission of Offers in the English Language	APR 91
52.215-16	Facilities Capital Cost of Money	JUN 03
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 14
52.236-28	Preparation of Proposals - Construction	OCT 97

#### **IV.J. GSAR Clause 552.102 Incorporating Provisions and Clauses**

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.

#### **IV.K. Small Business Subcontracting Plan**

A Small Business Subcontracting Plan, as required under FAR 52.219-9, is required to be submitted with offers.

#### **GSAM 552.219-71 Notice to Offerors of Subcontracting Plan Requirements (MAR 2012)**

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$700,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

Large businesses will be required to submit a subcontracting plan for evaluation. This subcontracting plan only applies to work performed in the United States and its possessions. GSA has established subcontracting goals of at least 29% of the subcontracted effort to small businesses. Of the total subcontracted effort, the targets are a minimum of 3% to HUBZone firms, 5% to SDB firms, 5% to WOSB firms, 5% to VOSB firms and 3% to SDVOSB firms.



The proposed subcontracting plan shall identify, in terms of dollar value and percentage of the total amount to be awarded, the extent of work the offeror will perform as the prime contractor. The proposed subcontracting plan shall state the extent of work, in terms of dollar value and percentage of the total amount to be awarded (\$100,000,000), the offeror plans to subcontract to large business, HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms. Subcontracting plans are to be submitted with the Price Proposal.

#### **IV.L. RESERVED**

#### **IV.M. Requiring Certified Cost or Pricing Data [15.403-4]**

The Contracting Officer shall not obtain certified Cost or Pricing Data in accordance with FAR 15.403-1(b)(1), Prohibition on obtaining certified cost and pricing data.

#### **IV.N. Additional Provisions**

##### **GSAR 552.236-74, Evaluation of Options (Mar 2019)**

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).

##### **GSAR Clause 552.236-77, Government's Right to Exercise Options (Mar 2019)**

(a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within 90 calendar days of contract award. Unless otherwise specified, options may be exercised within 90 calendar days of contract award.

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

#### **V. Instructions and Clauses**

##### **V.A. FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (Jan 2017)**

(a) Definitions. As used in this provision.

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.



“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show.

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall.

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

## **V.B. Security Requirements**

### **(1) FAR 52.204-9, Personal Identity Verification of Contractor Personnel, January 2011**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information

Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(2) FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems, June 2016

a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum,

the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(3) GSAR Clause 552.204-9 Personal Identity Verification Requirements, October 2012

(a) The contractor shall comply with GSA personal identity verification requirements, identified at [HSPD12](#), if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

**V.C. Additional Clauses - None****VI. Method of Award****VI.A. Evaluation of Offers**

(1) The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be the best value to the Government, Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following non-price factors shall be used to evaluate offers:

**Technical Proposal (Not to exceed 33 pages)**

- (a) Technical Approach
- (b) Experience
- (c) Schedule (Not included in page count)
- (d) Past Performance (Not included in page count)
- (e) Preventive Maintenance Approach
- (f) Representations & Certifications  
(not in page count)

**Price Proposal**

- (a) SF 1442
- (b) Attachment 3 (PDF)
- (c) Attachment 3 (Excel)
- (d) GSA Form 527
- (e) Joint Venture Agreement
- (f) Bid Bond
- (g) Subcontracting Plan

(2) Non-Price Factors, when combined, are significantly more important than Total Evaluated Price.

**VI.B. Determination of Responsibility**

In order to be considered responsible, an Offeror must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer, and is independent of the evaluation of offers set forth herein.

**VI.C. Price Reasonableness**

The proposed prices will be evaluated for reasonableness. Price reasonableness determines whether an Offeror's price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1. Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will **not** perform a price realism analysis of the Offeror's proposal.

**VI.D. Unbalanced Prices**

Offers must include balanced prices. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If price analysis techniques indicate that an offer is unbalanced, the contracting

officer shall: (i) Consider the risks to the Government associated with the unbalanced pricing in determining the competitive range and in making the source selection decision; and (ii) Consider whether award of the contract will result in paying unreasonably high prices for contract performance. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

#### **VI.E. Total Evaluated Price**

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). Total Evaluated Price shall be calculated using the prices indicated in the Price Proposal, using the following formula:

See Proposal Price Sheet, Attachment 3: Bid Schedule

#### **VI.F. Non-Price Factors**

##### **A. FACTOR Technical Approach**

Description: This factor considers the offeror's technical approach to the work and must demonstrate a complete understanding of the work required/specified. This factor considers proposed elevator data, performance criteria, related work, including critical functional issues of safety, code compliance, energy conservation, low maintenance, level of quality, and durability of materials. Offerors shall address all items outlined in section II.D of the Solicitation Technical Proposal requirements.

##### **B. FACTOR: Past Experience on Relevant Projects**

Description: This factor considers the extent of the offeror's experience installing, servicing and maintaining the manufacturer's elevators. Offeror shall provide evidence of at least five (5) PROJECTS demonstrating successful experience in the past six (6) years (from the date of this solicitation) comparable in scope and number of elevators operating successfully for at least five (5) years (from the date of this solicitation) under the contractor's maintenance (1 year under the warranty plus 4 additional years of maintenance). For purposes of this solicitation, a group of two (2) elevators operating together shall be considered comparable in number.

Offeror shall submit a minimum of three (3) recent projects. ***If 3 modernization projects do not include requirements for both modernization and maintenance, offeror shall submit additional elevator maintenance projects so at least 3 elevator maintenance projects/contracts are submitted.*** On additional elevator maintenance contracts that did not include installation, offeror shall show that they provided maintenance for at least one (1) year on each maintenance contract.

##### **C. FACTOR: Schedule**

Description: This factor considers the proposed work schedule to provide a quality enhancement of the conveying systems. The schedule shall be well planned and include phasing to provide the best possible elevator service while avoiding excessive shut down time.

#### D. Factor: Past Performance

Description: This factor considers the quality of the offeror's past performance in successfully performing comparable elevator modernization/maintenance contracts. Per FAR 15.305(a)(2)(iv), firms with no relevant past performance history may not be evaluated favorably or unfavorably on past performance.

The Offeror shall submit references (a person or persons who may be contacted regarding the quality of the Offeror's past performance) for comparable projects substantially completed within the last eight (8) years (from the date of this solicitation). The Offeror must provide a GC Reference Form for each reference. The name, title, company name, **current phone number**, **Title of Project**, and **current email address** for each reference must appear on the form.

This factor will be evaluated based upon the written responses to the RFP by the Offeror and by the evaluation of responses of references recommended by the Offeror. The Government also reserves the right to use other government data available in its assessment of the offeror. The quality of the reference information supplied will be considered. In accordance with FAR 15.306, the offeror will be given the opportunity to respond to adverse past performance information.

- The past performance on similar contracts was satisfactory or better. In order to be considered satisfactory, the offeror must have completed the work in accordance with all contract requirements. References contacted state that they would contract with the offeror again. The Government must contact at least three of the references provided. Additional references may be contacted. Evaluators may consider performance on contracts that are not submitted by the Offeror if they have knowledge of contracts not listed or if contracts not listed are discovered during interviews. The same basic questions shall be asked of each reference contacted.
- According to the references contacted, the timeliness on similar contracts was satisfactory or better. In order to be considered satisfactory, the offeror must have met all significant milestones and completed all projects timely.
- According to the references contacted, preventive maintenance services were satisfactory. Responses to call-backs were timely (within 1 hour).

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), previously submitted PPQ information, and any other known sources not provided by the Offeror. While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. GSA will not maintain a database of PPQs submitted by Offerors.

#### E. FACTOR: Preventive Maintenance Approach



Description: This factor considers the program to be employed by the offeror in performing full service maintenance in accordance with Section 14210, which is designed to ensure efficient operation of equipment/systems and to extend the useful life of the equipment/systems. The factor includes the overall program, which must identify the equipment to be maintained, the frequencies for maintenance on each piece of equipment, the maintenance to be performed and the location of the equipment. This factor also considers the offeror's work plan for responding to routine as well as emergency calls during and outside normal working hours, and for performing repairs as well as needed tests of equipment and systems.

**VI.G. Evaluation of Joint Venture Offerors**

In the evaluation of responsibility and non-price factors, information submitted for a party to the joint venture will only be evaluated to the extent that the terms of the joint venture agreement do not limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.

## Offeror Representations and Certifications

### 1. FAR 52.204-8 Annual Representations and Certifications (MAR 2020)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238290 (Other Building Equipment Contractors).

(2) The small business size standard is \$16.5 million average annual receipts [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☒ (i) 52.204-17, Ownership or Control of Offeror.

☒ (ii) [52.204-20](#), Predecessor of Offeror.

☒ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

☐ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

☒ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☒ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes

identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

FAR Clause	Title	Date	Change

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 on SAM.

(End of provision)

## 2. FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

(a) *Definition.* As used in this provision –

“Commercial and Government Entity (CAGE) code” means–

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

- (1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).
- (2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

- (3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.
- (d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.
- (e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by [52.204-17](#) or [52.212-3\(p\)](#), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.
- (f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

### 3. FAR 52.209-7 Information Regarding Responsibility Matters. (OCT 2018)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
- “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- (b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

- (c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee

Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)



**4. FAR 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (JUN 2018)**

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR [2.101](#).

(b) *Certification.* [Offeror shall check either (1) or (2).]

\_\_\_\_\_ (1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available via the Internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available via the Internet at <https://www.state.gov/t/avc/rls/rpt/>; or

\_\_\_\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an

explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under [22 U.S.C. 2593e](#)(d) or (e); or

(ii) Determined under [22 U.S.C. 2593e](#)(g)(2) that the entity has ceased all activities for which measures were imposed under [22 U.S.C. 2593e](#)(b).

(e) *Remedies.* The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

## **5. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 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 the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212–3, Offeror Representations and Certifications— Commercial Items.

(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](https://www.sam.gov)) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) Representations. 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)

"General Decision Number: TX20210241 01/01/2021

Superseded General Decision Number: TX20200241

State: Texas

Construction Type: Building

County: Dallas County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

ASBE0021-011 06/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 24.32	7.52

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

CARF1421-002 04/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 26.60	8.65

ELEV0021-006 01/01/2020

Rates	Fringes
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ELEVATOR MECHANIC.....\$ 42.59                      34.765

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

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\* ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

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IRON0263-005 06/01/2017

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 23.25	7.32

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PLUM0100-005 11/01/2017

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.84	11.51
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 30.84	11.51

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SUTX2014-017 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 19.50	4.27
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 17.13	2.97
CAULKER.....	\$ 14.71	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.40	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.45	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 21.52	4.16
ELECTRICIAN (Communication Technician Only).....	\$ 16.40	2.87
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.03	3.04
ELECTRICIAN, Excludes Low		

Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 21.51	3.69
FORM WORKER.....	\$ 12.32	0.00
GLAZIER.....	\$ 16.15	2.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.26	0.00
INSTALLER - SIGN.....	\$ 15.61	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.24	0.00
LABORER: Common or General.....	\$ 11.57	0.00
LABORER: Mason Tender - Brick...	\$ 11.00	1.70
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.64	0.00
LABORER: Pipelayer.....	\$ 13.00	0.35
LABORER: Plaster Tender.....	\$ 14.50	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 12.00	0.23
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.06	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 13.00	0.50
OPERATOR: Forklift.....	\$ 13.38	0.81
OPERATOR: Grader/Blade.....	\$ 13.05	0.00
OPERATOR: Loader.....	\$ 14.02	1.82
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray, Excluding Drywalling/Taping).....	\$ 13.60	2.24
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.28	3.04



PLASTERER.....	\$ 15.37	0.00
PLUMBER (HVAC Pipe Installation Only).....	\$ 23.87	6.66
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.70	5.65
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.10	5.50
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	7.23
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.25	15.55
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.40	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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# **Construction Contract for: Earle Cabell Elevator Modernization Project, Earle Cabell Federal Building, Dallas, Texas**

## **The Agreement**

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## **I. Project Information**

### **I.A. Project Summary**

This project is for the modernization of twelve (12) existing gearless traction passenger elevators, in two (2) groups of 6 and one (1) gearless traction service Elevator No. 13. The elevator modernization project shall meet or exceed the current ASME-A17.1 Elevator Code and the Uniform Federal Accessibility Standards for this project located at the Earle Cabell Federal Building, Dallas, TX.

### **I.B. The Contract**

(1) The Contract consists of the SF1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

(2) The Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

### **I.C. Period of Performance**

(1) *Commencement.* The Contractor shall commence performance within 10 days after the Contractor receives the Notice to Proceed (NTP).

(2) *Substantial Completion.* The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 775 calendar days from issuance of Notice to Proceed (NTP).

The total period of performance for this task order is 775 days, and includes 45 calendar days for required security clearances, pre-work submittals, and material ordering. Actual construction period of performance is 730 calendar days.

**Contractor must initiate fitness determination process (security clearance) within 10 days of Zone B HSPD-12 instructional email.**

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 60 calendar days of Substantial Completion.

### **I.D. Work Conditions/Site Requirements**

Refer to Project Specifications for further guidance

### **I.E. Authorized Representatives**

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

<b>Authorized Representative Information:</b>	
Contracting Officer's Information	
Name:	Jason Gerloff
Address:	General Services Administration, PBS, Acquisition Management Division, 819 Taylor Street, Suite 12B-372, Fort Worth, Texas 76102
Telephone:	817-201-8269
Email:	<a href="mailto:jason.gerloff@gsa.gov">jason.gerloff@gsa.gov</a>

(2) For the applicable authorities and limitations see Section IV of this Agreement, GSAR 552.236-70.

#### **I.F. Contract Liquidated Damages Rate**

In accordance with GSAR 552.211-12, Liquidated Damages – Construction, in Section IV of this Agreement, liquidated damages shall be calculated at the rate of \$192.00 per calendar day.

#### **I.G. Buy American Exceptions**

For the applicable Buy American clause and any exceptions, see Section IV of this Agreement, GSAR 552.236-70.

#### **I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments**

The following documents are incorporated by reference into this Contract.

- (1) Statement of Work for 62288 Elevator Modernization Project, Cabell Federal Building, Dated December 21, 2020
- (2) Specifications for Cabell FB/C Elevator Modernization Cars 1-13, Dated December 21, 2020
- (3) Construction Drawings for Project Layout and Staging Area, **Dated December 21, 2020**
- (4) Wage Determination TX20210241 dated 01/01/2021
- (5) Small Business Subcontracting Plan, if required

## **II. Prices**

### **II.A. Basis of Pricing**



(1) *Contract Prices.* All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.

(2) *Knowledge of Conditions Affecting Price.* FAR 52.236-3, Site Investigations and Conditions Affecting the Work, is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.

(3) *Unit Prices and Allowances.* If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work to the extent that an Allowance has been established. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an Allowance is established only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.

(4) *Options.* If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.

(5) *Bid Rates.* If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.

## **II.B. Contract Price Form**

**See the Standard Form (SF) 1442 with Pricing Sheet (Attachment 3: Bid Schedule)**

## **III. Terms and Conditions**

### **III.A. Contractor Responsibilities**

FAR 52-211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

The Contractor shall not commence the Work until the Contracting Officer has issued NTP. The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in Section III (Terms and Conditions), "Substantial Completion and Contract Completion" clause, within the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for

different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

GSAR 552.236-71, Contractor Responsibilities is located in Section IV.A. of this Agreement and is supplemented as follows:

(1) For the purposes of FAR 52.236-1, Performance of Work by the Contractor, the Contractor shall perform at least twenty percent of the Work.

(2) The Contractor shall secure and pay for all necessary permits and governmental fees, licenses, and inspections that are customarily secured after award of the Contract and that are legally required at the time of award. The Contractor shall provide a copy of the permits required for execution of the work to the Contracting Officer prior to commencement of any related work

(3) FAR 52.211-10, Commencement, Prosecution, and Completion of Work, and GSAR 552.211-10, Commencement, Prosecution and Completion of Work is supplemented as follows:

The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in GSAR 552.211-70 Substantial Completion (Mar 2019) and the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

### **III.B. Project Schedule**

GSAR 552.236-15, Schedules for Construction Contracts is supplemented as follows:

(1) Within 30 [days after NTP](#), the Contractor shall develop and provide a detailed schedule in widely used, commercially available software such as Microsoft Project and Primavera P6 for completion of all Design Stage activities, tasks, and submissions required herein, leading up to and including the final design development submission(s).

### **III.C. Submittals**

FAR 52.236-21, Specifications and Drawings for Construction, and GSAR 552.236-723, Submittals located in Section IV.A. of the Agreement are supplemented as follows:

(1) The Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, GSA Form 184 (associated 184A and 184B as necessary), and other submittals (collectively, "submittals") demonstrating compliance with Contract requirements for all Work components as specified elsewhere in this Contract.

### **III.D. Finality of Contract Modifications**

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to

the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled, and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

### **III.E. Liquidated Damages**

The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work in accordance with FAR 52.211-12, Liquidated Damages, GSAR 552.211-12, Liquidated Damages and within the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "*Liquidated Damages Rate*," for each calendar day following the required completion date that the Work is not Substantially Complete.

### **III.F. Insurance Requirements**

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least \$2,000,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least \$5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$1,000,000 per person and \$2,500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

(2) The Contractor shall require that the licensed design professionals it retains for the Project acquire and maintain professional liability insurance in the amount of \$5,000,000 per claim and shall provide proof to the Contracting Officer.

(3) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

### **III.G. Order of Precedence**

Different requirements within this Contract shall be deemed inconsistent only if compliance with both cannot be achieved. In case of inconsistency between Contract Documents, the following order of precedence shall apply:

(1) Section IV of the Agreement

- (2) Sections I, II, and III of the Agreement
- (3) The Statement of Work
- (4) The Specifications
- (5) The Drawings
- (6) Exhibits and Other Attachments

### III.H. Administrative Matters

(1) *Project Meetings.* The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.

(2) *Payments.* FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented by GSAR 552.232-5 Payments under Fixed-Price Construction Contracts located in Section IV.A. of this Agreement. In accordance with the relevant FAR and GSAR clauses, GSA requires the following data be included with each invoice:

(a) Invoices shall be submitted in an original and two (2) copies to the designated billing office specified in this Contract or in individual delivery/work.

(b) Invoices must include the Account Document Number (ADN) assigned at award.

(c) Invoices must include the Account Document Number (ADN) assigned at award:

(i) GSA Form 184A and/or 184B - Construction Progress Report (Construction Phases Only), including the updated Schedule of Values upon which the payment request is based;

(ii) GSA Form 2419 - Certification of Progress Payments Under Fixed-Price Construction Contract;

(iii) The payment terms that apply for the particular services rendered;

(iv) Additional documentation:

*[CO Instruction: Insert project-specific documentation required here. If none, add "NA."]*

(3) *Prompt Payment.* In accordance with FAR clause 52.232-27, the period for payments is as follows:

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

(4) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(5) *Security Clearances.* Contractor shall comply with the following requirements pertaining to security clearances.

(a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information Worksheet (CIW). Detailed information is available at [GSA Access Card](#). USAccess Credentialing Centers can be located at [US Access Centers](#).

(c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, *Contract Clauses*, GSAR 552.204-9.

(6) *Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information.* This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

(a) Marking SBU. Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the Contracting Officer (CO) may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

(b) Authorized recipients.

(i) Building information designated SBU must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include Federal, State and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at [www.sam.gov](http://www.sam.gov) and have a legitimate business need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor shall keep this information related to the subcontractor for the duration of the contract and subcontract.

(ii) All GSA personnel and Contractors must be provided SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

c. Dissemination of SBU building information:

(i) By electronic transmission. Electronic transmission of SBU information outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.

(ii) By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include, but are not limited to CDs, DVDs, and USB drives.

Nonelectronic forms of SBU building information include paper documents, among other formats.

- 1) By mail. Contractors must utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
- 2) In person. Contractors must provide SBU building information only to authorized recipients with a need to know such information. Further information on authorized recipients is found in Section 2 of this clause.

d. Record keeping. Contractors must maintain a list of all entities to which SBU is disseminated, in accordance with sections 2 and 3 of this clause. This list must include at a minimum: (1) the name of the State, Federal, or local government entity, utility, or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

e. Safeguarding SBU documents. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a legitimate business need to know such information. GSA contractors and subcontractors must not take SBU building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a legitimate business need to know.

f. Destroying SBU building information. When no longer needed, SBU building information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, SBU building information may be returned to the CO.

g. Notice of disposal. The contractor must notify the CO that all SBU building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 6 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term. The contractor may return the SBU documents to the CO rather than destroying them.

h. Incidents. All improper disclosures of SBU building information must be immediately reported to the CO at <insert address and contact information> . If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

i. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

### III.I. Non-Compliance with Contract Requirements

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

### III.J. Safeguarding Sensitive Data and Information Technology Resources

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers. The following GSA policies must be followed. These policies can be found at [Directives Library](#).

1. CIO P 2100.1K GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3C Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A CIO CHGE 1 GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 C CHGE 1 GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4A Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO 2102 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

### III.K. Options and Allowances

In accordance with 52.217-7 Option for Increased Quantity—Separately Priced Line Item. Option for Increased Quantity—Separately Priced Line Item (Mar 1989) The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 120 calendar days from award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.



**III.L. RESERVED****III.M. Additional Terms and Conditions****/GSAR 552.236-74, Evaluation of Options (Mar 2019)**

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).

**(i) GSAR Clause 552.236-77, Government's Right to Exercise Options (Mar 2019)**

(a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within 90 calendar days of contract award. Unless otherwise specified, options may be exercised within 90 calendar days of contract award.

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

**IV. Contract Clauses****IV.A. Clauses Incorporated in Full Text****(1) FAR 52.222-99 Establishing a Minimum Wage for Contractor (JUL 2014) (DEVIATION)**

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The contracting



Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(2) FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at [BioPreferred](#).

(c) In the performance of this contract, the Contractor shall—

(1) Report to [System Award Management](#), with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

(3) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 08)

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this Contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(4) GSAR 552.204-9 Personal Identity Verification Requirements (OCT 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at [HSP12](#), if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(5) GSAR 552.211-10 Commencement, Prosecution and Completion of Work (MAR 2019)

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

(a) The Contractor shall not commence work until the Contracting Officer issues a notice to proceed.

(b) Notwithstanding paragraph (a) above, the Contractor must submit any required safety plans before commencing any construction work.

(c) The Contractor shall diligently prosecute the work so as to achieve substantial completion of the work within the time specified in the contract. If the contract specifies different completion dates for different phases or portions of the work, the Contractor shall diligently prosecute the work so as to achieve substantial completion of such phases or portions of the work within the times specified.

(6) GSAR 552.211-12 Liquidated Damages-Construction (MAR 2019)

FAR 52.211-12, Liquidated Damages-Construction, is supplemented as follows:

(a) If the Contractor fails to achieve substantial completion of the work within the time specified in the contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified for each calendar day following the required completion date that the work is not substantially complete.

(b) If the contract requires different completion dates for different phases or portions of the work, the Contractor shall be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the phase or portion of work is not substantially complete. If a single rate is specified, the specified rate shall be apportioned between the different phases or portions of the work.

(c) If the Government elects to accept any portion of the work not specifically designated as a phase or portion of work with its own required completion date, the liquidated damage rate shall be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages shall be computed accordingly.

(7) GSAR 552.211-13 Time Extensions (MAR 2019)

FAR 52.211-13, Time Extensions, is supplemented as follows:

- (a) If the Contractor requests an extension of the time for substantial completion, the Contractor shall base its request on an analysis of time impact using the project schedule as its baseline, and shall propose as a new substantial completion date to account for the impact. The Contractor shall submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.
- (b) The Contractor shall only be entitled to an extension of time to the extent that:
  - (1) Substantial completion of the work is delayed by causes for which the Contractor is not responsible under this contract, and
  - (2) The actual or projected substantial completion date is later than the date required by this contract for substantial completion.
- (c) The Contractor shall not be entitled to an extension of time if the Contractor has not updated the project schedule in accordance with the contract.
- (d) The Government shall not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.

(8) GSAR 552.211-70 Substantial Completion (MAR 2019)

(a) *General.*

- (1) For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages-Construction, the work shall be deemed complete when it is "substantially complete."
- (2) There may be different completion dates required for different phases or portions of the work, as established in the contract. However, the work shall be deemed "substantially complete" if and only if the Contractor has completed the work and related contract obligations in accordance with the contract documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work.
- (3) In no event shall the work be deemed "substantially complete" if all fire and life safety systems are not tested and accepted by the authority having jurisdiction, where such acceptance is required under the contract.
- (4) Unless otherwise specifically noted, or otherwise clear from context, all references in the contract to "acceptance" shall refer to issuance of a written determination of substantial completion by the Contracting Officer.

(b) *Notice of Substantial Completion.*

- (1) With reasonable advance notice, the Contractor shall submit to the Contracting Officer a written proposal recommending a substantial completion date.
- (2) If the Contracting Officer takes exception to the notice of substantial completion, the Contractor shall be entitled to a written notice of conditions precluding determination of substantial completion. The Contractor shall only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer provides notice of such conditions more than 30 calendar days after receipt of the notice of substantial completion.

(c) *Acceptance of Substantial Completion.*

(1) The Contracting Officer shall conduct inspections and make a determination of substantial completion within a reasonable time.

(2) Substantial Completion shall be established by the Contracting Officer's issuance of a written determination specifying the date upon which the work is substantially complete.

(d) *Contract Completion.*

(1) The Contract is complete if and only if the Contractor has completed all work and related contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

(2) The Contractor shall not be entitled to final payment or release of any retainage held by the Government until after contract completion. If the Contractor does not achieve contract completion within the time required by this contract, the Government shall be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor shall be liable to the Government for all costs incurred by the Government to complete such work.

(9) GSAR 552.232-5 Payments Under Fixed-Price Construction Contracts (Mar 2019)

FAR 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented as follows:

(a) Before submitting a request for payment, the Contractor shall, unless directed otherwise by the Contracting Officer, attend pre-invoice payment meetings, as scheduled, with the designated Government representative for the purpose of facilitating review and approval of payment requests. Payment meetings will be conducted and may be in person. The Contractor shall provide documentation to support the prospective payment request.

(b) The Contractor shall submit its invoices to the Contracting Officer, unless directed otherwise by the Contracting Officer. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments.

(c) The Contractor shall use GSA Form 2419 *Certification of Progress Payments Under Fixed-Price Construction Contracts* to provide the certification required under FAR 52.232-5(c).

(d) The Contractor shall use GSA Form 1142 *Release of Claims* to provide the certification required under FAR 52.232-5(h).

(e) If an invoice does not meet the requirements of FAR 52.232-27 and GSAM 552.232-27, the Contracting Officer may return the invoice to the Contractor without payment for correction. If the Contracting Officer disputes the requested payment amount, the Government may pay the portion of the requested payment that is undisputed.

(f) GSA will not be obligated to issue final payment unless the Contractor has furnished to the Contracting Officer a release of claims against the Government relating to the contract, and submitted all required product warranties, as-built drawings, operating manuals, and other items as specified in the contract. The Contractor may reserve from the release specific claims only if such claims are explicitly identified with stated claim amounts.

(10) GSAR 552.236-6 Superintendence by the Contractor (MAR 2019)

The requirements, of the clause entitled "Superintendence by the Contractor" at FAR 52.236-6, are supplemented as follows:

- (a) The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the contract. The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the project for the life of the contract.
- (b) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the contract. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.
- (c) The Contractor shall be responsible for coordinating all activities of subcontractors, including all of the following activities —
- (1) Preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere; and
  - (2) Scheduling of work by subcontractors; and
  - (3) Installation of work by subcontractors; and
  - (4) Use of the project site for staging and logistics.
- (d) Repeated failure or excessive delay to meet the superintendence requirements by the Contractor may be deemed a default for the purposes of the termination for default clause.
- (11) GSAR 552.236-11 Use and Possession Prior to Completion (MAR 2019)  
Exercise by the Government of the right conferred by FAR 52.236-11 shall not relieve the Contractor of responsibility for completing any unfinished components of the work.
- (12) GSAR 552.236-15 Schedules for Construction Contracts (MAR 2019)  
The requirements, of the clause entitled “Schedules for Construction Contracts” at FAR 52.236-15, are supplemented as follows:
- (a) Purpose. The project schedule shall be a rational, reasonable, and realistic plan for completing the work, and conform to the requirements specified in this clause and elsewhere in the contract. The Contractor understands and acknowledges that the preparation and proper management of the project schedule is a material component of the contract.
  - (b) Use of the schedule. The Contracting Officer shall be entitled, but not required, to rely upon the project schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time, and determine the criticality or float of any activities described in such project schedule.
  - (c) Submission. Within 30 calendar days of notice to proceed, or such other time as may be specified in the contract, the Contractor shall submit the project schedule, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the project schedule.
  - (d) Milestones. The project schedule shall incorporate milestone events specified in the contract, including, as applicable, notice to proceed, substantial completion, and milestones related to specified work phases and site restrictions. The project schedule

shall also include Contractor-defined milestones to identify target dates for critical events, based upon the Contractor's chosen sequence of work.

(e) Activities.

(1) The Contractor shall use a critical path method project schedule to plan, coordinate, and perform the work.

(2) The project schedule shall depict all activities necessary to complete the work, including, as applicable, all submittal and submittal review activities, all procurement activities, and all field activities, including mobilization, construction, start-up, testing, balancing, commissioning, and punch list.

(3) Activities shall be sufficiently detailed and limited in duration to enable proper planning and coordination of the work, effective evaluation of the reasonableness and realism of the project schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

(4) Activity durations shall be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the work. All logic shall validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the project schedule, each activity shall have at least one predecessor and one successor relationship to form a logically connected network plan from notice to proceed to the contract completion date.

(f) Schedule of values.

(1) The Contractor shall prepare and submit for approval a cost breakdown of the Contract price, to be referred to as the "schedule of values", assigning values to each major activity necessary to complete the work.

(2) Values must include all direct and indirect costs, although a separate value for bond costs may be established.

(3) The schedule of values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment.

(g) Conflicting terms.

(1) If at any time the Contracting Officer finds that the project schedule does not comply with any contract requirement, the Contracting Officer will provide written notice to the Contractor.

(2) Within 30 calendar days of written notice, or such other time as may be specified, from the Contracting Officer, the Contractor shall take one of the following actions—

(i) revise the project schedule.

(ii) adjust activity progress; or

(iii) provide sufficient information demonstrating compliance.

(3) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the project schedule, the Contracting Officer may—

(i) withhold retainage until the project is substantially complete or until such time as the Contractor has complied with project schedule requirements; or

(ii) terminate the contract for default.

(h) Revisions to the schedule.

(1) The Contractor should anticipate that the initial submittal of the project schedule will be subject to review and may require revision. The Contractor shall devote sufficient resources for meetings, revisions, and resubmissions of the project schedule to address any exceptions taken to the initial submittal. The Contractor understands and

acknowledges that the purpose of the initial review and resolution of exceptions is to maximize the usefulness of the project schedule for contract performance.

(2) If the Contractor revises the project schedule after initial approved submission, the Contractor shall provide in writing a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected substantial completion date and the available float for all activities. The addition of detail to prospective activities shall not be deemed a revision if the overall duration of the detailed activity does not change.

(i) Updates. Unless a different period for updates is specified elsewhere, the Contractor shall update the project schedule monthly to reflect actual progress in completing the work, and submit the updated project schedule within 5 working days of the end of each month.

(13) GSAR 552.236-21 Specifications and Drawings for Construction (MAR 2019)

The requirements of the clause entitled "Specifications and Drawings for Construction" at FAR 52.236-21, are supplemented as follows:

(a) In case of difference between small and large-scale drawings, the large-scale drawings shall govern.

(b) Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing.

(c) On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.

(d) Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

(e) Standard details or specification drawings are applicable when listed, bound with the specifications, noted on the drawings, or referenced elsewhere in the specifications.

(1) Where notes on the specification drawings indicate alterations, such alterations shall govern.

(2) In case of difference between standard details or specification drawings and the specifications, the specifications shall govern.

(3) In case of difference between the standard details or specification drawings and the drawings prepared specifically for this contract, the drawings prepared specifically for this contract shall govern.

(f) Different requirements within the contract documents shall be deemed inconsistent only if compliance with both cannot be achieved.

(g) Unless otherwise noted, the drawings shall be interpreted to provide for a complete construction, assembly, or installation of the work, without regard to the detail with which material components are shown in the drawings.

(14) GSAR 552.236-71 Contractor Responsibilities (MAR 2019)

(a) The Contractor shall be responsible for compliance with applicable codes, standards and regulations pertaining to the health and safety of personnel during performance of the contract.

(b) Unless expressly stated otherwise in the contract, the Contractor shall be responsible for all means and methods employed in the performance of the contract.

(c) The Contractor shall immediately bring to the Contracting Officer's attention any hazardous materials or conditions not disclosed in the contract documents discovered by or made known to the Contractor during the performance of the contract.

- (d) The Contractor shall be responsible for providing professional design services in connection with performance of the work or portions of the work only if this responsibility is expressly stated in the contract, and the contract documents provide the performance and design criteria that such services will be required to satisfy. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and GSA shall be entitled to rely upon, the adequacy and completeness of all professional design services provided under the contract.
- (e) Where installation of separate work components as shown in the contract will result in conflict or interference between such components or with existing conditions, including allowable tolerances, it is the Contractor's responsibility to bring such conflict or interference to the attention of the Contracting Officer and seek direction before fabrication, construction, or installation of any affected work. If the Contractor fabricates, constructs, or installs any work prior to receiving such direction, the Contractor shall be responsible for all cost and time incurred to resolve or mitigate such conflict or interference.
- (f) Where drawings show work without specific routing, dimensions, locations, or position relative to other work or existing conditions, and such information is not specifically defined by reference to specifications or other information supplied in the contract, the Contractor is responsible for routing, dimensioning, and locating such work in coordination with other work or existing conditions in a manner consistent with contract requirements.
- (g) It is not the Contractor's responsibility to ensure that the contract documents comply with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the contract documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.

(15) GSAR 552.236-72 Submittals (MAR 2019)

- (a) The Contractor shall prepare and submit all submittals as specified in the contract or requested by the Contracting Officer.
  - (1) Submittals may include: safety plans, schedules, shop drawings, coordination drawings, samples, calculations, product information, or mockups.
  - (2) Shop drawings may include fabrication, erection and setting drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.
- (b) Unless otherwise provided in this contract, or otherwise directed by the Contracting Officer, submittals shall be submitted to the Contracting Officer.
- (c) The Contractor shall be entitled to receive notice of action on submittals within a reasonable time, given the volume or complexity of the submittals and the criticality of the affected activities to substantial completion as may be indicated in the project schedule.



(d) Review of submittals will be general and shall not be construed as permitting any departure from the contract requirements.

(e) The Contractor shall not proceed with construction work or procure products or materials described or shown in submittals until the submittal is reviewed. Any work or activity undertaken prior to review shall be at the Contractor's risk. Should the Contracting Officer subsequently determine that the work or activity does not comply with the contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been reviewed. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.

(f) The Contractor shall identify, in writing, all deviations or changes in resubmitted submittals. In the absence of such written notice, review of a resubmission shall not include or apply to such deviations or changes.

(16) GSAR 552.252-6 Authorized Deviations in Clauses (Deviation FAR 52.252-6) (SEP 99)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

**17. FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)**

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

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

## 18. Buy American Requirements

### FAR 52.225-9 BUY AMERICAN-CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions*. As used in this clause-  
*Commercially available off-the-shelf (COTS) item-*

- (1) Means any item of supply (including construction material) that is-
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*Cost of components means-*

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Domestic construction material means-*

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

*[Contracting Officer to list applicable excepted materials or indicate "none"]*

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

	Foreign and Domestic Construction Materials Price Comparison				
	Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*	

	<i>Item1:</i>				
	Foreign construction material	_____	_____	_____	
	Domestic construction material	_____	_____	_____	
	<i>Item2:</i>	_____	_____	_____	
	Foreign construction material	_____	_____	_____	
	Domestic construction material				

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

## FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American-Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the

Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

## 19. Additional Clauses

(i) GSAR Clause 552.236-70, Authorities and Limitations (Mar 2019)

(a) All work shall be performed under the general direction of the Contracting Officer. The Contracting Officer alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents. The Contracting Officer may designate contracting officer's representatives (CORs) to act for him. Wherever any provision in this contract specifies an individual (such as, but not limited to, Construction Engineer, Resident Engineer, Inspector or Custodian) or organization, whether Governmental or private,



to perform any act on behalf of or in the interests of the Government, that individual or organization shall be deemed to be the COR under this contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this contract, vest in any such COR additional power and authority to act for him or designate additional CORs, specifying the extent of their authority to act for him. A copy of each document vesting additional authority in a COR or designating an additional COR shall be furnished to the Contractor.

(b) The Contractor shall perform the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by a COR in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risk and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.

(c) If the Contractor receives written notice from the Contracting Officer of non-compliance with any requirement of this contract, the Contractor must initiate action as may be appropriate to comply with the specified requirement as defined in the notice. In the event the Contractor fails to initiate such action within a reasonable period of time as defined in the notice, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

(ii) GSAR Clauses 552.236-73, Subcontracts (APR 1984)

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors and suppliers.

(c) The Government will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

(iii) GSAR Clauses 552.243-71, Equitable Adjustments (MAR 2019),

(a) This clause governs the determination of equitable adjustments to which the Contractor may be entitled under FAR 52.243-4, the "Changes and Changed Conditions" clause prescribed by FAR 52.243-5. The "Differing Site Conditions" clause prescribed by FAR 52.236-2, and any other provision of this contract allowing entitlement to an equitable adjustment. This clause does not govern determination of the

Contractor's relief allowable under the "Suspension of Work" clause prescribed by FAR 52.242-14.

(b) At the written request of the Contracting Officer, the Contractor shall submit a proposal, in accordance with the requirements set forth herein, for an equitable adjustment to the contract for changes or other conditions that may entitle a Contractor to an equitable adjustment. If the Contractor deems an oral or written order to be a change to the contract, it shall promptly submit to the Contracting Officer a proposal for equitable adjustment attributable to such deemed change. The proposal shall also conform to the requirements set forth herein.

(c) The proposal shall be submitted within the time specified in the "Changes", "Changes and Changed Conditions", or "Differing Site Conditions" clause, as applicable, or such other time as may reasonably be required by the Contracting Officer.

(d) Proposals for equitable adjustments, including no cost requests for adjustment of the contract's required completion date, shall include a detailed breakdown of the following elements, as applicable:

(1) Direct Costs.

(2) Markups.

(3) Change to the time for completion specified in the contract.

(e) *Direct Costs.* The Contractor shall separately identify each item of deleted and added work associated with the change or other condition giving rise to entitlement to an equitable adjustment, including increases or decreases to unchanged work impacted by the change. For each item of work so identified, the Contractor shall propose for itself and, if applicable, its first two tiers of subcontractors, the following direct costs:

(1) Material cost broken down by trade, supplier, material description, quantity of material units, and unit cost (including all manufacturing burden associated with material fabrication and cost of delivery to site, unless separately itemized);

(2) Labor cost broken down by trade, employer, occupation, quantity of labor hours, and burdened hourly labor rate, together with itemization of applied labor burdens (exclusive of employer's overhead, profit, and any labor cost burdens carried in employer's overhead rate);

(3) Cost of equipment required to perform the work, identified with material to be placed or operation to be performed;

(4) Cost of preparation and/or revision to shop drawings and other submittals with detail set forth in paragraphs [\(e\)\(1\)](#) and [\(e\)\(2\)](#) of this clause;

(5) Delivery costs, if not included in material unit costs;

(6) Time-related costs not separately identified as direct costs, and not included in the Contractor's or subcontractors' overhead rates, as specified in paragraph (g) of this clause; and

(7) Other direct costs.

(f) Marked-up costs of subcontractors below the second tier may be treated as other direct costs of a second tier subcontractor, unless the Contracting Officer requires a detailed breakdown under paragraph (i) of this clause.

(g) Extensions of Time and Time-related Costs. The Contractor shall propose a daily rate for each firm's time-related costs during the affected period, and, for each firm, the increase or decrease in the number of work days of performance attributable to the change or other condition giving rise to entitlement to an equitable adjustment, with supporting analysis. Entitlement to time and time-related costs shall be determined as follows:

(1) Increases or decreases to a firm's time-related costs shall be allowed only if such increase or decrease necessarily and exclusively results from the change or other condition giving rise to entitlement to an equitable adjustment.

(2) The Contractor shall not be entitled to an extension of time or recovery of its own time-related costs except to the extent that such change or other condition necessarily and exclusively causes its duration of performance to extend beyond the completion date specified in the contract.

(3) Costs may be characterized as time-related costs only if they are incurred solely to support performance of this contract and the increase or decrease in such costs is solely dependent upon the duration of a firm's performance of work.

(4) Costs may not be characterized as time-related costs if they are included in the calculation of a firm's overhead rate.

(5) Equitable adjustment of time and time-related costs shall not be allowed unless the analysis supporting the proposal complies with provisions specified elsewhere in this contract regarding the Contractor's project schedule.

(h) *Markups*. For each firm whose direct costs are separately identified in the proposal, the Contractor shall propose an overhead rate, profit rate, and where applicable, a bond rate and insurance rate. Markups shall be determined and applied as follows:

(1) Overhead rates shall be negotiated, and may be subject to audit and adjustment.

(2) Profit rates shall be negotiated, but shall not exceed ten percent, unless entitlement to a higher rate of profit may be demonstrated.

(3) The Contractor and its subcontractor[s] shall not be allowed overhead or profit on the overhead or profit received by a subcontractor, except to the extent that

the subcontractor's costs are properly included in other direct costs as specified in paragraph [\(f\)](#) of this clause.

(4) Overhead rates shall be applied to the direct costs of work performed by a firm, and shall not be allowed on the direct costs of work performed by a subcontractor to that firm at any tier except as set forth below in paragraphs [\(h\)\(6\)](#) and [\(h\)\(7\)](#) of this clause.

(5) Profit rates shall be applied to the sum of a firm's direct costs and the overhead allowed on the direct costs of work performed by that firm.

(6) Overhead and profit shall be allowed on the direct costs of work performed by a subcontractor within two tiers of a firm at rates equal to only fifty percent of the overhead and profit rates negotiated pursuant to paragraphs [\(h\)\(1\)](#) and [\(h\)\(2\)](#) of this clause for that firm, but not in excess of ten percent when combined.

(7) Overhead and profit shall not be allowed on the direct costs of a subcontractor more than two tiers below the firm claiming overhead and profit for subcontractor direct costs.

(8) If changes to a Contractor's or subcontractor's bond or insurance premiums are computed as a percentage of the gross change in contract value, markups for bond and insurance shall be applied after all overhead and profit is applied. Bond and insurance rates shall not be applied if the associated costs are included in the calculation of a firm's overhead rate.

(9) No markup shall be applied to a firm's costs other than those specified herein.

(i) At the request of the Contracting Officer, the Contractor shall provide such other information as may be reasonably necessary to allow evaluation of the proposal. If the proposal includes significant costs incurred by a subcontractor below the second tier, the Contracting Officer may require the same detail for those costs as required for the first two tiers of subcontractors, and markups shall be applied to these subcontractor costs in accordance with paragraph [\(h\)](#).

(j) *Proposal Preparation Costs.* If performed by the firm claiming them, proposal preparations costs shall be included in the labor hours proposed as direct costs. If performed by an outside consultant or law firm, proposal preparation costs shall be treated as other direct costs to the firm incurring them. Requests for proposal preparation costs shall include the following:

(1) A copy of the contract or other documentation identifying the consultant or firm, the scope of the services performed, the manner in which the consultant or firm was to be compensated, and if compensation was paid on an hourly basis, the fully burdened and marked-up hourly rates for the services provided.

(2) If compensation was paid on an hourly basis, documentation of the quantity of hours worked, including descriptions of the activities for which the hours were billed, and applicable rates.

(3) Written proof of payment of the costs requested. The sufficiency of the proof shall be determined by the Contracting Officer.

(k) Proposal preparation costs shall be allowed only if—

(1) The nature and complexity of the change or other condition giving rise to entitlement to an equitable adjustment warrants estimating, scheduling, or other effort not reasonably foreseeable at the time of contract award;

(2) Proposed costs are not included in a firm's time-related costs or overhead rate; and

(3) Proposed costs were incurred prior to a Contracting Officer's unilateral determination of an equitable adjustment under the conditions set forth in paragraph (o), or were incurred prior to the time the request for equitable adjustment otherwise became a matter in dispute.

(l) Proposed direct costs, markups, and proposal preparation costs shall be allowable in the determination of an equitable adjustment only if they are reasonable and otherwise consistent with the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation (48 CFR part 31) in effect on the date of this contract. Characterization of costs as direct costs, time-related costs, or overhead costs must be consistent with the requesting firm's accounting practices on other work under this contract and other contracts.

(m) If the Contracting Officer determines that it is in the Government's interest that the Contractor proceed with a change before negotiation of an equitable adjustment is completed, the Contracting Officer may order the Contractor to proceed on the basis of a unilateral modification to the contract increasing or decreasing the contract price by an amount to be determined later. Such increase or decrease shall not exceed the increase or decrease proposed by the Contractor.

(n) If the parties cannot agree to an equitable adjustment, the Contracting Officer may determine the equitable adjustment unilaterally.

(o) The Contractor shall not be entitled to any proposal preparation costs incurred subsequent to the date of a unilateral determination or denial of the request if the Contracting Officer issues a unilateral determination or denial under any of the following circumstances:

(1) The Contractor fails to submit a proposal within the time required by this contract or such time as may reasonably be required by the Contracting Officer.

(2) The Contractor fails to submit additional information requested by the Contracting Officer within the time reasonably required.

(3) Agreement to an equitable adjustment cannot be reached within 60 days of submission of the Contractor's proposal or receipt of additional requested

information, despite the Contracting Officer's diligent efforts to negotiate the equitable adjustment.

(20) FAR 52.222-62, Paid Sick Leave under Executive Order 13706 (Jan 2017)

(a) *Definitions.* As used in this clause (in accordance with 29 CFR [13.2](#))-

*Child*, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR [13.2](#).

*Employee*—

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute ([41 U.S.C. chapter 67](#)), the Wage Rate Requirements (Construction) statute ([40 U.S.C. chapter 31, subchapter IV](#)), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

*Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship* has the meaning given in 29 CFR [13.2](#).

*Multiemployer plan* means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

*Paid sick leave* means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

*Parent*, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR [13.2](#).

*United States* means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave.* The Contractor shall-

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR [13.5](#) and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.



(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

- (i) Name, address, and social security number of each employee.
- (ii) The employee's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid (including all pay and benefits provided).
- (iv) The number of daily and weekly hours worked.
- (v) Any deductions made.
- (vi) The total wages paid (including all pay and benefits provided) each pay period.
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR [13.5\(a\)\(2\)](#).
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
- (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR [13.5\(f\)\(5\)](#), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR [13.5\(d\)\(3\)](#).
- (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR [13.5\(e\)](#), including copies of any certification or documentation provided by an employee.
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
- (xiii) The relevant contract.
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR [13.5\(b\)\(5\)](#), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR [13.5\(b\)\(4\)](#).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR [13.5\(a\)\(i\)](#) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.



(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR [13.5\(a\)\(1\)\(iii\)](#), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR [13.5\(c\)\(1\)\(iv\)](#) (as described in 29 CFR [13.5\(e\)\(1\)\(ii\)](#)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination. (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

- (i) Miscalculating the amount of paid sick leave an employee has accrued;
- (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
- (iii) Discouraging an employee from using paid sick leave;
- (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
- (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
- (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
- (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for-

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;

- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or
- (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

#### **IV.B. Clauses Incorporated by Reference**

##### (1) FAR 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. The full text of a clause may also be accessed electronically at this address:

[Federal Acquisition Regulation](#)

##### (2) Federal Acquisition Regulation (FAR) clauses:

NUMBER	TITLE	DATE
52.202-1	Definitions	NOV 13
52.203-3	Gratuities	APR 84
52.203-5	Covenant Against Contingent Fees	MAY 14
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 06
52.203-7	Anti-Kickback Procedures	MAY 14
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 14

NUMBER	TITLE	DATE
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 15
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	OCT 15
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 14
52.204-2	Security Requirements	AUG 96
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 11
52.204-7	System for Award Management	OCT 18
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 18
52.204-13	System for Award Management Maintenance	OCT 18
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.204-18	Commercial and Government Entity Code Maintenance	JUL 16
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 14
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 18
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 15
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 18
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 15
52.211-10	Commencement, Prosecution, and Completion of Work	APR 84
52.211-12	Liquidated Damages—Construction (If Applicable)	SEP 00

NUMBER	TITLE	DATE
52.211-13	Time Extensions	SEP 00
52.211-18	Variation in Estimated Quantity	APR 84
52.215-2	Audit and Records-Negotiation	OCT10
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 11
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	AUG 11
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 97
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.219-8	Utilization of Small Business Concerns	OCT 18
52.219-9	Small Business Subcontracting Plan	AUG 18
52.219-14	Limitations on Subcontracting	JAN 17
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 99
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 13
52.222-3	Convict Labor	JUN 03
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAY 18
52.222-6	Construction Wage Rate Requirements	AUG 18
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	AUG 18
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14

NUMBER	TITLE	DATE
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	SEP 16
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	OCT 15
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 14
52.222-37	Employment Reports on Veterans	JUL 14
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	JAN 19
52.222-54	Employment Eligibility Verification	OCT 15
52.222-55	Minimum Wages Under Executive Order 13658	DEC 15
52.223-3	Hazardous Material Identification and Material Safety Data  Alternate I	JAN 97  JUL 95
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 11
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 18
52.223-18 52.224-1 52.224-2	Encouraging Contractor Policies to Ban Text Messaging While Driving  Privacy Act Notification Privacy Act	AUG 11  APR 84 APR 84
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.227-2	Notice and Assistance Regarding Patent and Copyright	DEC 07

NUMBER	TITLE	DATE
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.228-11	Pledges of Assets	AUG 18
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 14
52.228-14	Irrevocable Letter of Credit	NOV 14
52.228-15	Performance and Payment Bonds—Construction	OCT 10
52.229-3	Federal, State, and Local Taxes	FEB 13
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 14
52.232-17	Interest	MAY 14
52.232-23	Assignment of Claims	MAY 14
52.232-27	Prompt Payment for Construction Contracts	JAN 17
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 18
52.232-39	Unenforceability of Unauthorized Obligations	JUN 13
52.232-40	Provide Accelerated Payments to Small Business Subcontractors	DEC 13
52.233-1	Disputes	MAY 14
	Alternate I	DEC 91
52.233-3	Protest after Award	AUG 96
52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
52.236-1	Performance of Work by the Contractor	APR 84
52.236-2	Differing Site Conditions	APR 84
52.236-3	Site Investigation and Conditions Affecting the Work	APR 84
52.236-5	Material and Workmanship	APR 84
52.236-6	Superintendence by the Contractor	APR 84
52.236-7	Permits and Responsibilities	NOV 91
52.236-8	Other Contracts	APR 84
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 84

NUMBER	TITLE	DATE
52.236-10	Operations and Storage Areas	APR 84
52.236-11	Use and Possession Prior to Completion	APR 84
52.236-12	Cleaning Up	APR 84
52.236-13	Accident Prevention Alternate I	NOV 91
52.236-14	Availability and Use of Utility Services	APR 84
52.236-17	Layout of Work	APR 84
52.236-21	Specifications and Drawings for Construction	FEB 97
52.242-1	Notice of Intent to Disallow costs	APR 84
52.242-3	Penalties for Unallowable Costs	MAY 14
52.242-5	Payments to Small Business Subcontractors	JAN 17
52.242-13	Bankruptcy	JUL 95
52.242-14	Suspension of Work	APR 84
52.243-4	Changes	JUN 07
52.244-6	Subcontracts for Commercial Items	AUG 20
52.245-1	Government Property Alternate 1	JAN 17
52.245-9	Use and Charges	APR 12
52.246-12	Inspection of Construction	AUG 96
52.246-21	Warranty of Construction	MAR 94
52.248-3	Value Engineering—Construction	OCT 10
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 12
	Alternate I	SEP 96
52.249-10	Default (Fixed-Price Construction)	APR 84
52.253-1	Computer Generated Forms	JAN 91

(3) GSA Acquisition Regulation (GSAR) clauses:

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 99
552.215-70	Examination of Records by GSA (Applicable if over \$100,000)	JUL 16

NUMBER	TITLE	DATE
552.227-70	Government Rights (Unlimited)	MAY 89
552.228-5	Government As Additional Insured	JAN 16
552.229-70	Federal, State, and Local Taxes	APR 84
552.246-72	Final Inspections and Tests	SEP 99

#### IV.C. Subcontract Requirements

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

##### (1) FAR Clauses:

NUMBER	TITLE	DATE
52.203-7	Anti-Kickback Procedures	MAY 14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 15
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	OCT 15
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 16
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.215-2	Audit and Records-Negotiation	OCT 10
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAY 18
52.222-6	Construction Wage Rate Requirements	MAY 14
52.222-7	Withholding of Funds	MAY 14



NUMBER	TITLE	DATE
52.222-8	Payrolls and Basic Records	MAY 14
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	SEP 16
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	OCT 15
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 14
52.222-37	Employment Reports on Veterans	FEB 16
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	MAR 15
52.222-54	Employment Eligibility Verification	OCT 15
52.222-55	Minimum Wages Under Executive Order 13658	DEC 15
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 08
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.236-13	Accident Prevention Alternate I	NOV 91

(2) GSA Acquisition Regulation (GSAR) Clauses:

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	JUL 16

(3) Agreement Clauses:

In Section III of this contract, *Sensitive But Unclassified (SBU) Building Information* and *Safeguarding Sensitive Data and Information Technology Resources*. (Terms and Conditions).



U.S. General Services Administration  
Public Buildings Service  
Greater Southwest Region

12/21/20

## Scope of Work

1. **Project Title:** 62288 Elevator Modernization
2. **Project Location:** TX0284DA  
Earl Cabell Federal Building and Courthouse  
1100 Commerce Street  
Dallas, TX 75242
3. **Building Location Hours:** To the greatest extent possible work is to be performed during normal business hours 6:00 AM to 6:00 PM CDT. Coordination and approval from the GSA COR is required for work performed other than normal hours. Any disruptive work, (i.e. noise, demolition of existing equipment, etc.) is to be performed during other than normal working hours.
  - 3.1 Core drilling of the holes in support of conduit installation shall be performed outside of normal business hours for the building.
  - 3.2 Painting shall only be performed on Fridays after normal business hours and Saturdays.
  - 3.3 No painting is authorized on Sundays to ensure adequate time for any odors associated with the painting to disperse prior to normal business hours.
4. **Pre-bid Site Visit:** Site visits shall be conducted with a maximum of 10 people present to prevent exposure to and spread of the COVID-19 virus. If necessary, multiple site visits will be scheduled to accommodate prospective bidders.
  - 4.1 The pre-bid site visit is the offeror's opportunity to assess existing conditions and verify any needed measurements.
5. **Purpose:** Elevator Modernization of building elevators and installation of access control conduit and pull string.
6. **Points of Contact:**
  - 6.1 Contracting Officer: Jason Gerloff  
819 TAYLOR ST  
FORT WORTH, TX 76102-6124  
Phone #: (817) 201-8269
  - 6.2 Project Manager: Brad Garbers  
1100 Commerce St.  
Dallas, TX 75242  
Phone #: 214-767-6254
  - 6.3 Property Manager: Richard Kuhlman  
1100 Commerce Street  
Dallas, TX 75242  
Phone #: 214-767-8194
  - 6.4 Other: R7 Security Clearance Coordinators  
r7clearance@gsa.gov



**7. Notice to Proceed:**

- 7.1 The Contracting Officer is the **ONLY** individual from the Government that can give the contractor a notice to proceed.
- 7.2 Before any of the work within the scope of the contract is started, the Contractor shall confer with the COR (Contracting Officer's Representative) and agree on a sequence of procedure; means of access to premises and building; delivery of material and use of approaches; use of corridors, stairways, elevators, and similar means of communications; and the location partitions, eating spaces for Contractor's employees and the like.
- 7.3 After a Notice to Proceed is given the Contractor has 30 days to provide a schedule.
  - 7.3.1 The primary schedule will account for routine operations.

**8. Period of Performance:** The total period of performance for this task order is 775 days, and includes 75 calendar days for required security clearances, pre-work submittals, and material ordering. Actual construction period of performance is 730 calendar days.

- 8.1 Contractor must initiate fitness determination process (security clearance) within 10 days of Zone D HSPD-12 instructional email.

**9. Description of Work:** Modernize twelve (12) existing gearless traction Passenger elevators, in two groups of 6. Provide new: gearless AC machine, solid state microprocessor controls, cab, doors, and all associated work to provide twelve complete new passenger elevators operating in two groups. Also include modernization of one (1) gearless traction service Elevator No. 13. All work performed under this contract shall meet or exceed the latest ASME-A17.1 Elevator Code and the Uniform Federal Accessibility Standards. Contractor shall provide all materials, labor, tools, equipment and daily supervision to accomplish tasks as outlined in contract documents. Contractor is also responsible for all necessary safety measures.

- 9.1.1 **No ASBESTOS** has been identified in this project location. The areas have been inspected by the GSA Asbestos Program Manager and a determination has been made that the areas are safe to work in.

- 9.1.1.1 **No abatement is anticipated to be performed on this project.**

- 9.1.1.2 Asbestos reports for the building are available for review in suite 720.

- 9.1.1.2.1 Coordination with the asbestos program manager is required to view the documents.

- 9.1.1.2.1.1 Asbestos Program Manager:  
Richard Kuhlman  
1100 Commerce St.  
Dallas, TX 75242  
Phone #: 214-767-8194

- 9.1.1.2.1.2 Assistant Asbestos Program Manager:  
Ernie Briones  
1100 Commerce St Suite 720  
Dallas TX 75242  
Phone #: 214-767-8160



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- 9.1.2 All Work will be performed in accordance with the project specifications.
- 9.1.3 Daily clean up - All work space, staging areas, areas used for moving materials, trash, tools, etc. are to be kept clean at all times. All trash from the day's work is to be removed and work site clean and orderly.
- 9.1.4 Protection - Contractor is responsible for protection of existing finishes, utilities, etc. in the facility, and must maintain a separation of work area from adjacent spaces. Site is to be secured at end of day. Contractor shall be responsible for the security of the work site.
- 9.1.5 All paints used on this project are required to be No/Low VOC paint.
- 9.1.6 This project intends to use the existing Automatic Transfer Switch systems located in the basement of the building. See Attachment 6.
- 9.1.7 Staging area – an onsite staging area is provided, see attachment 5.
  - 9.1.7.1 Contractor will install new construction cores on all entrances to the staging area and provide the GSA project manager with 3 keys for the space.
  - 9.1.7.2 Contractor will store and reinstall the existing cores prior to final acceptance.
- 9.1.8 Contractor will provide full maintenance for all cars (1-14) from the date on site work begins until 12 months after the last elevator is accepted.

- 10. Options:** An option provides an amount proposed by the Contractor and stated on the Bid Form for certain work that may be added (or deducted - preference is for add options) by the Government to the project Work within a specific time after award of the task order. The amount for an option shall be the net total addition (or deduction) to the task order price to incorporate the option work into the project Work.

Option work shall include miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not mentioned as part of the option description.

Selection: An option must be accepted by the Government within 90 calendar days after award of the task order in order to be included in the project Work. Each option must be accepted by the Government within the time stated in order to be included in the project Work.

Notification: If an option is accepted, the Contractor shall immediately notify each party involved, in writing.

Coordination: The Contractor shall adjust affected adjacent work as necessary to completely and fully integrate the accepted option work into the project Work.

Evaluation: Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, 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).

- 10.1 There are no option items on this project.**



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**11. Liquidated Damages: \$192.00 per day**

**12. Sustainability:**

- 12.1 Green Purchasing: See attachment 1: green purchasing requirements
- 12.2 Waste Diversion Fourteen days from Notice to Proceed, the Contractor shall submit to the Project Manager an updated Non-Hazardous Solid Waste Management Plan attachment 2: Waste Diversion Plan, to include (not limited to):
  - a) List of materials Contractor will reuse
  - b) List of materials the Contractor will donate and name and address of donation recipient.
  - c) List of materials the Contractor will recycle and the name and address of the recycler. If Contractor receives recycling revenue, Contractor shall keep revenue and provide receipt for GSA for reference.
  - d) Name and location of solid waste landfill for non-diverted material.

**13. Other Requirements:**

- 13.1 Building Specific Requirements
  - 13.1.1 Parking
    - 13.1.1.1 No parking is available for contractor use at this facility
  - 13.1.2 Building Specific Access Requirements
    - 13.1.2.1 All personnel must have an approved clearance and be escorted by a properly credentialed individual to gain access to the building for work under this contract.
    - 13.1.2.2 All personnel must additionally be identified on the building access list for the date they are attempting to access the facility.
  - 13.1.3 After-Hours Coordination
    - 13.1.3.1 Provide Government picture ID and access request for after-hours work - to be admitted, worker must have proper clearance and be included on the security team work list
    - 13.1.3.2 Emergency situation notification should be through the security team who will notify the Denver Mega Center and alert the appropriate emergency contacts.
    - 13.1.3.3 Project complications or concerns should be routed through GSA Project Manager. Escorts do not have the authorization to approve a change to the scope of work, only the GSA Contracting Officer can approve a change to the scope of work.
  - 13.1.4 Loading Dock Use (During Duty & After-Hours)
    - 13.1.4.1 General access is first come first served
      - 13.1.4.1.1 No more than 30 minutes unless scheduled after hours through the Property Manager
    - 13.1.4.2 No storage of materials on the dock is authorized.
    - 13.1.4.3 Contractor is responsible for cleaning the dock after each use.
    - 13.1.4.4 Loading dock access is restricted at this location and full size trailers cannot



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pull into the dock. Contractor must review the loading dock area and coordinate with their subcontractors and suppliers to ensure delivery vehicles are of a proper size to use the loading dock.

13.1.4.5 All vehicles attempting to access the loading dock must have current license plates, registration, inspection and insurance.

13.1.4.6 Vehicle driver must have a valid driver license.

13.1.5 Use of Service Elevator

13.1.5.1 While there are two elevators at the loading dock only the left elevator is available for use by contractors. The right elevator is a prisoner transport elevator; do not enter this elevator without prior approval. After hours if the improper code is entered this elevator will go to the cell block and lock down.

13.1.5.2 First come first served. Construction materials movement not allowed during normal business hours

13.1.5.3 Contractor is responsible to clean after each usage; contractor is liable for any damage caused. Elevators are under 24 hour surveillance.

13.1.5.4 Overriding or holding the doors open for prolonged periods of time is not authorized.

13.1.6 Common Area Cleaning

13.1.6.1 Contractor is responsible for cleaning any debris or spills generated by work or workers on their task order.

13.1.7 Dumpster

13.1.7.1 No space for placement of a dumpster is available at this facility.

13.1.7.2 Waste material is anticipated to be removed via vehicle at loading dock.

13.1.8 Utility Outages

13.1.8.1 No utility outages are authorized without express written consent from GSA.

13.1.9 Hot Work Permits

13.1.9.1 Hot Work Permits must be submitted 72 hrs in advance of requested work. Written authorization from GSA must be received prior to performance of work.

13.1.10 Key Control

13.1.10.1 All required keys for this project will be signed out/in at the Northern Management office on the 7<sup>th</sup> floor of the facility. Written GSA authorization is required to sign out keys.

13.1.11 The following are specifically prohibited practices at this facility:

13.1.11.1 Putting holes in fire rated walls or wind walls without written approval from GSA.



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**14. Submittals:**

- 14.1 Critical Path Method Schedule
- 14.2 Waste Diversion Submittal: Preconstruction
- 14.3 Waste Diversion Submittal: Post Construction
- 14.4 Green Purchasing items
- 14.5 Product Brochure information
- 14.6 Submittal Log
- 14.7 Finish Schedule
- 14.8 Shop Drawings
- 14.9 Safety Plan

**15. Attachments:**

- 15.1 Attachment 1: Green Purchasing
- 15.2 Attachment 2: Waste Diversion Plan
- 15.3 Attachment 3: Bid Schedule
- 15.4 Attachment 4: Drawing - Project Layout
- 15.5 Attachment 5: Drawing - Staging Area and Fire Control Room
- 15.6 Attachment 6: Drawing – ATS Location
- 15.7 Attachment 7: Specification Cars 1-13
- 15.8 Attachment 8: Elevator Access Control

**16. Closeout Plan:**

- 16.1 Final Punch list complete
- 16.2 Customer Acceptance
- 16.3 Dimensioned Redline Drawings
- 16.4 Close Out Documents (O&M Manuals, Warranty, Certified payrolls and Release of Claims, Waste Diversion documentation)
- 16.5 Close out Meeting, review and documentation of lessons learned.
- 16.6 Final Invoice

END OF SOW





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## Attachment 1: Green Purchasing

### **Sustainability:**

- **Green Purchasing:**

- The contractor shall refer to the “Green Procurement Compilation” for all products being installed in federal facilities. The Green Procurement Compilation can be found at <https://sftool.gov/greenprocurement>. The standards found in this compilation shall guide all product purchasing decisions as they relate to federal facilities.
- The use of the following standards (“Key Sustainable Product” or “KSP” standards) is mandatory for all contracts and task orders. See <https://sftool.gov/green-products/1037/key-sustainable-products> for more details.
  - Nylon Carpet: NSF-140 Platinum or Cradle to Cradle Bronze.
  - Resilient Flooring (e.g. vinyl and linoleum): NSF-332 (any level) or Cradle to Cradle (any level)
  - Interior Latex Paint: Master Painters Institute (MPI) Extreme Green or Green Seal 11.
  - Acoustical Ceiling Tiles:  $\geq 15\%$  post-consumer recycled content.
  - Water-Consuming Equipment: WaterSense Certified.
- A. For each KSP listed, the Contractor shall submit proof of compliance to the CO or his designee prior to the installation of the product or material. The CO’s designee shall verify compliance.
- B. If the KSP materials listed above are 1) not reasonably available within a reasonable period of time; 2) fail to meet the performance standards set forth in the specification or fail to meet reasonable performance standards of GSA; or 3) are available only at an unreasonable price, only then can the Contractor use other types of products. In these cases the Contractor shall select products and materials, to the extent possible, which are the safest and most environmentally friendly. Exemptions must be submitted in writing and can only be approved by the CO.

Attachment 2:  
Project Waste Management Plan

Submittal Type:	Waste Diversion Plan (Anticipated):		Waste Diversion Report (Final) :	
-----------------	--	--	-------------------------------------	--

The general info in these gray cells replicates onto the Report tabs.

Project Name:

Elevator Modernization

ECC (estimated construction cost):

Project Short Description:

Building Number:

TX0284DA

Service Center / Field Office:

Northern

Project Manager:

Brad Garbers

ePM/ePMX Project # :

62288

PM email or phone:

brad.garbers@gsa.gov

gBUILD Project # :

NA

Budget Activity:

(list all applicable)

RWA # :

	Anticipated Waste Diversion Plan To be filled out and submitted Pre-Construction, with final Construction Documents <i>(PM or contractor populates this pink section)</i>				Actual Waste Diversion Report To be submitted during Project Close-Out <i>(Reports tab figures auto-populate this green section)</i>			
Material* (see weight conversion factors below)	Diversion Method			Target Diversion Rate for each material, by weight <i>(Change to actual target(s) as needed)</i>	Diverted (lbs)	Landfilled (lbs)	Total C&D material weight (Diverted + Landfilled) (lbs)	Diversion Rate
	Reuse*	Recycle or Compost	Donation					
Asphalt				50%	0	0	0	n/a
Brick, Masonry, and Tile				50%	0	0	0	n/a
Cardboard				50%	0	0	0	n/a
Carpet, including Padding				50%	0	0	0	n/a
Ceiling tile				50%	0	0	0	n/a
Concrete				50%	0	0	0	n/a
Drywall/ sheetrock (unpainted)				50%	0	0	0	n/a
Metals				50%	0	0	0	n/a
Painted wood, drywall, or plywood				50%	0	0	0	n/a
Reusable items				50%	0	0	0	n/a
Roofing				50%	0	0	0	n/a
Soil, Rock, Land Clearing Debris				50%	0	0	0	n/a
Wood (unpainted)				50%	0	0	0	n/a
Roofing Insulation				50%	0	0	0	n/a
Bitumous roofing membrane				50%	0	0	0	n/a
Other: _____				50%	0	0	0	n/a
Total**:					0	0	0	n/a

Reuse is encouraged. Please list any items such as cabinets, doors, shelves, bricks, framing lumber, siding, fill material, misc. millwork, etc. planned for reuse.

Item	Reuse Onsite	Reuse Offsite	Off-Site Recipient or Salvage/ Deconstruction Company

Volume-to-Weight Conversion Factor Reference Table

If a hauler reports materials by volume, this table enables conversion to weight, for reporting actual diversion and disposal.

Asphalt paving: 1 cubic yard = 773 lbs	Dirt or sand: 1 cubic yard = 929 lbs
Asphalt or composite roof shingles: 1 cubic yard = 731 lbs	Fiberglass insulation, loose: 1 cubic yard = 17 lbs
Brick, laid flat: 1 flat square foot = 20 lbs	Mixed (composite) C&D material: 1 cubic yard = 417 lbs
Brick, loose: 1 cubic yard = 3,200 lbs. (1 cubic foot = 120 lbs)	Sheetrock (drywall), loose: 1 cubic yard = 393.5 lbs
Ceramic tile, scrap, loose: 1 cubic yard = 1,214 lbs	Rock, crushed: 1 cubic yard = 2,570 lbs
Concrete: 1 cubic yard = 860 lbs	Wood: 1 cubic yard = 169 lbs

\*Only non-hazardous materials need to be included in this document. C&D mandates governing GSA exclude hazardous materials such as asbestos or lead-containing paint.

\*\*At substantial completion, the final number of (a) diverted tons, and (b) total non-hazardous C&D material tons must be reported via the ePMXpress Project Detail tab. ePMXpress powers GSA's tracking metrics.

Name of bidder here

Page 1 of 2

PREPARED BY:

DATE:

BASE

## Attachement 3: Bid Schedule

Project Number and Name:

62288 Elevator Modernization

Building Number and Name:

TX0284DA - Earle Cabell Federal Building

RFP Number:

Enter RFP Number Here

DIVISION	DESCRIPTION	MATERIAL	LABOR	EQUIPMENT	TOTAL
Division 01	General Requirements	\$ -	\$ -	\$ -	\$ -
Division 02	Existing Conditions	\$ -	\$ -	\$ -	\$ -
Division 03	Concrete	\$ -	\$ -	\$ -	\$ -
Division 04	Masonry	\$ -	\$ -	\$ -	\$ -
Division 05	Metals	\$ -	\$ -	\$ -	\$ -
Division 06	Wood, Plastics and Composites	\$ -	\$ -	\$ -	\$ -
Division 07	Thermal and Moisture Protection	\$ -	\$ -	\$ -	\$ -
Division 08	Openings	\$ -	\$ -	\$ -	\$ -
Division 09	Finishes	\$ -	\$ -	\$ -	\$ -
Division 10	Specialties	\$ -	\$ -	\$ -	\$ -
Division 11	Equipment	\$ -	\$ -	\$ -	\$ -
Division 12	Furnishings	\$ -	\$ -	\$ -	\$ -
Division 13	Special Construction	\$ -	\$ -	\$ -	\$ -
Division 14	Conveying Equipment	\$ -	\$ -	\$ -	\$ -
Division 21	Fire Suppression	\$ -	\$ -	\$ -	\$ -
Division 22	Plumbing	\$ -	\$ -	\$ -	\$ -
Division 23	Heating, Ventilation and Air Conditioning	\$ -	\$ -	\$ -	\$ -
Division 25	Integrated Automation	\$ -	\$ -	\$ -	\$ -
Division 26	Electrical	\$ -	\$ -	\$ -	\$ -
Division 27	Communications	\$ -	\$ -	\$ -	\$ -
Division 28	Electronic Safety and Security	\$ -	\$ -	\$ -	\$ -
Division 31	Earthwork	\$ -	\$ -	\$ -	\$ -
Division 32	Exterior Improvements	\$ -	\$ -	\$ -	\$ -
Division 33	Utilities	\$ -	\$ -	\$ -	\$ -
Division 33	Utilities	\$ -	\$ -	\$ -	\$ -
Division 34	Transportation	\$ -	\$ -	\$ -	\$ -
Division 35	Waterway and marine construction	\$ -	\$ -	\$ -	\$ -
Division 41	Material Processing and Handling Equipment	\$ -	\$ -	\$ -	\$ -
Division 44	Pollution and Waste Control Equipment	\$ -	\$ -	\$ -	\$ -
Division 46	Water and Wastewater Equipment	\$ -	\$ -	\$ -	\$ -
Division 48	Electrical Power Generation	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>		\$ -	\$ -	\$ -	\$ -

<b>Overhead</b>		<b>Subtotal</b>	\$ -
			%
<b>Profit</b>		<b>Subtotal</b>	\$ -
			%
<b>Bonds</b>		<b>Subtotal</b>	\$ -
			%

Grand Total

Submitt final Bid Schedule in both spreadsheet and PDF format.

Bid Schedule shall be no less than 2 sheets.

Bidders are required to use 62288 Attachment 3 - Bid Schedule 2020-12-21.xlsx provided by GSA.

Name of bidder here

Page 2 of 2

PREPARED BY:

DATE:

BASE

**Attachement 3: Bid Schedule**

Project Number and Name:

62288 Elevator Modernization

Building Number and Name:

TX0284DA - Earle Cabell Federal Building

RFP Number:

Enter RFP Number Here

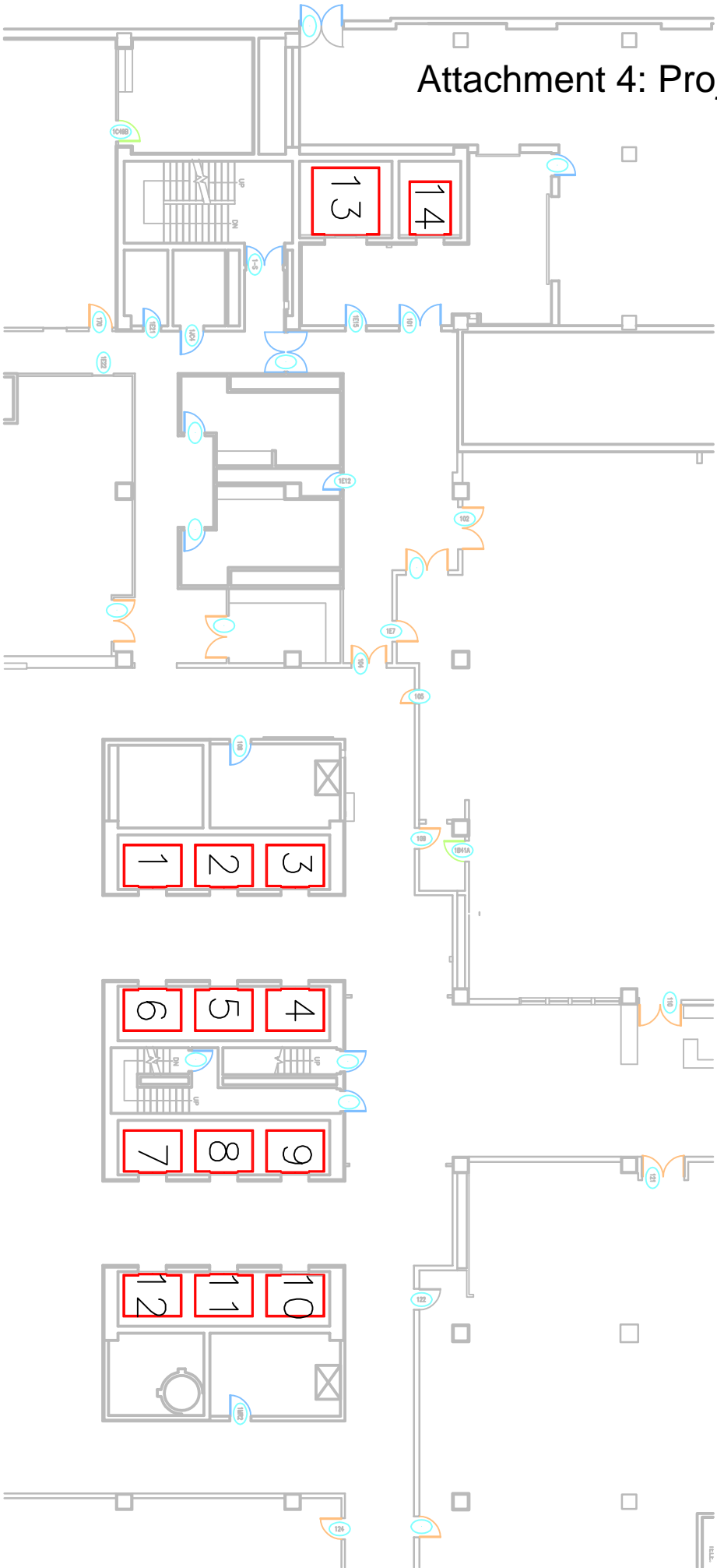
Offeror shall provide detailed break out of the work in each division to allow GSA to identify the work effort.  
Offeror shall insert additional line(s) in each division to expand divisions as needed to provide adequate detail.

DIVISION	DESCRIPTION	MATERIAL	LABOR	EQUIPMENT	TOTAL
Division 01	General Requirements	\$ -	\$ -	\$ -	\$ -
Division 02	Existing Conditions	\$ -	\$ -	\$ -	\$ -
Division 03	Concrete	\$ -	\$ -	\$ -	\$ -
Division 04	Masonry	\$ -	\$ -	\$ -	\$ -
Division 05	Metals	\$ -	\$ -	\$ -	\$ -
Division 06	Wood, Plastics and Composites	\$ -	\$ -	\$ -	\$ -
Division 07	Thermal and Moisture Protection	\$ -	\$ -	\$ -	\$ -
Division 08	Openings	\$ -	\$ -	\$ -	\$ -
Division 09	Finishes	\$ -	\$ -	\$ -	\$ -
Division 10	Specialties	\$ -	\$ -	\$ -	\$ -
Division 11	Equipment	\$ -	\$ -	\$ -	\$ -
Division 12	Furnishings	\$ -	\$ -	\$ -	\$ -
Division 13	Special Construction	\$ -	\$ -	\$ -	\$ -
Division 14	Conveying Equipment	\$ -	\$ -	\$ -	\$ -
Division 21	Fire Suppression	\$ -	\$ -	\$ -	\$ -
Division 22	Plumbing	\$ -	\$ -	\$ -	\$ -
Division 23	Heating, Ventilation and Air Conditioning	\$ -	\$ -	\$ -	\$ -
Division 25	Integrated Automation	\$ -	\$ -	\$ -	\$ -
Division 26	Electrical	\$ -	\$ -	\$ -	\$ -
Division 27	Communications	\$ -	\$ -	\$ -	\$ -
Division 28	Electronic Safety and Security	\$ -	\$ -	\$ -	\$ -
Division 31	Earthwork	\$ -	\$ -	\$ -	\$ -
Division 32	Exterior Improvements	\$ -	\$ -	\$ -	\$ -

Division 33	Utilities	\$ -	\$ -	\$ -	\$ -
Division 33	Utilities	\$ -	\$ -	\$ -	\$ -
Division 34	Transportation	\$ -	\$ -	\$ -	\$ -
Division 35	Waterway and marine construction	\$ -	\$ -	\$ -	\$ -
Division 41	Material Processing and Handling Equipment	\$ -	\$ -	\$ -	\$ -
Division 44	Pollution and Waste Control Equipment	\$ -	\$ -	\$ -	\$ -
Division 46	Water and Wastewater Equipment	\$ -	\$ -	\$ -	\$ -
Division 48	Electrical Power Generation	\$ -	\$ -	\$ -	\$ -

<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -
-----------------	------	------	------	------

Attachment 4: Project Layout



# COMMERCE STREET

Separation of Properties

1100 Commerce Street  
Public Entrance

1114 Commerce Street  
Enter Through 1100

## Attachment 5

Fire Control

Contractor Entrance

Loading Dock Bay 1

Loading Dock Bay 2

Laydown Area

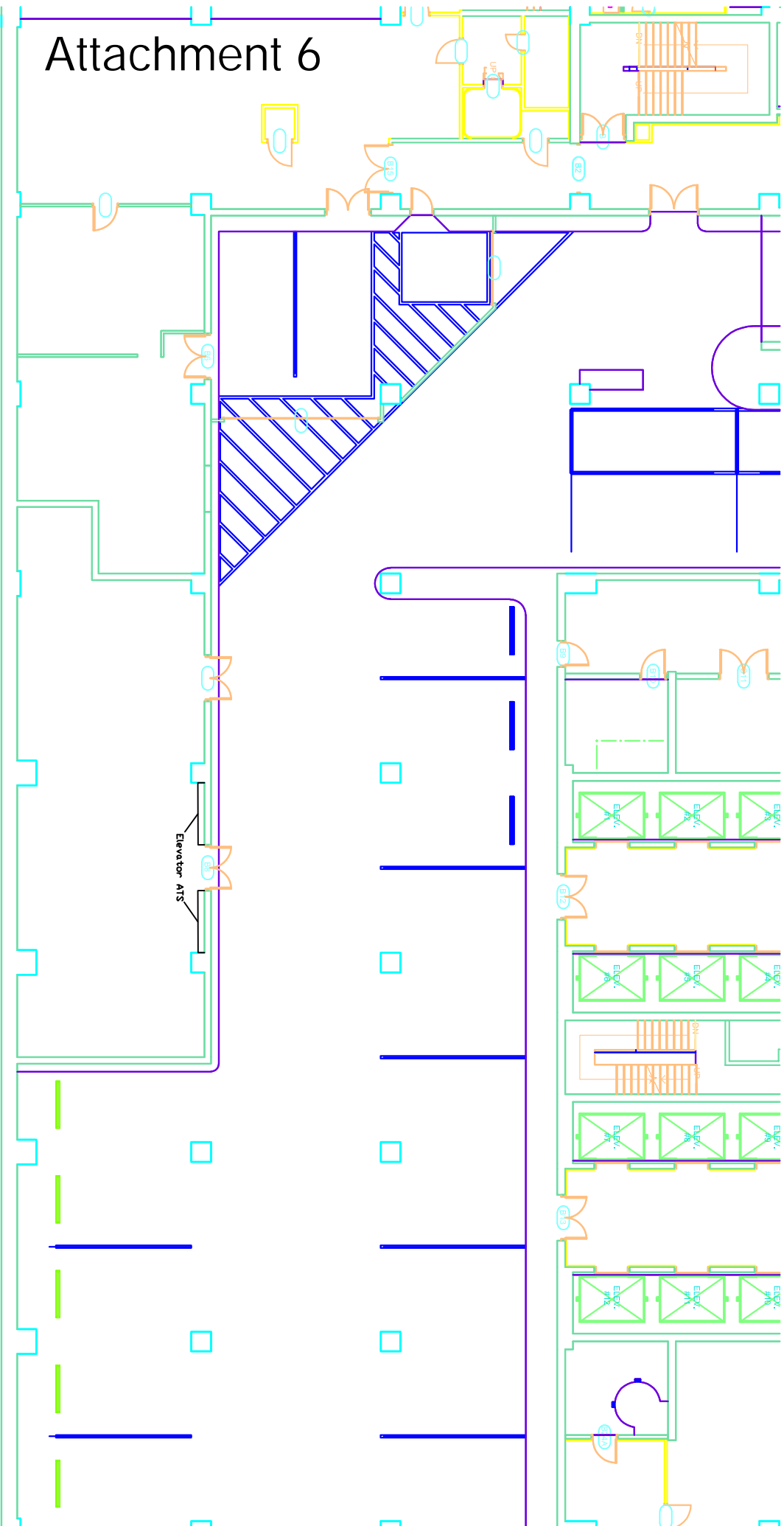
Exit Only

FIRST FLOOR

SENSITIVE BUT UNCLASSIFIED (SBU)  
PROPERTY OF THE UNITED STATES GOVERNMENT  
FOR OFFICIAL USE ONLY  
Do not remove this notice  
Properly destroy or return documents when no longer needed

# JACKSON STREET

# Attachment 6



BASEMENT LEVEL ONE



SENSITIVE BUT UNCLASSIFIED (SBU)  
PROPERTY OF THE UNITED STATES GOVERNMENT  
FOR OFFICIAL USE ONLY  
Do not remove this notice  
Properly destroy or return documents when no longer needed



## Attachment 7: Specifications Cars 1-13

### SECTION 14210

#### ELECTRIC ELEVATORS Base Specifications Elevator Nos. 1-13

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SECTION 14210

**ELECTRIC ELEVATORS**  
**Passenger Elevator Nos. 1-12**  
**Service Elevator No. 13**

**1. GENERAL:**

- 1.1 This section of the specification includes the furnishing of all material and performance of all work required for the removal of existing elevator equipment and installation of new equipment to provide twelve (12) gearless traction passenger elevators located in in two groups of six each. The passenger elevators are arranged in one Low Rise group and one High Rise group. Also included within the specifications is the modernization of one Simplex Gearless Service Elevator.
- 1.2 **A. No more than two elevators in each group shall be taken out of service during the normal working hours of the building to perform this work. Any noisy or disruptive work will be performed after the normal working hours of the facility. Include all after hours work within the proposal.**
- B. Provide within proposal Option No. 1 to modernize the existing gearless traction Judges/Marshals Elevator No. 14.**
- 1.3 Equipment to be reused: The following existing equipment may be reused with certain repairs, modifications or adjustments as hereinafter specified:
- A. Machine Room:
1. Machine Beams.
  2. Car frame, platform.
- B. Hoistway:
1. Main and counterweight rails.
  2. Cab shell
  3. Hoistway entrance sills, headers, and fascias.
  4. Counterweight frames and counterweights.
  5. Compensating sheaves and ropes.
- C. All other components of the elevator system shall be installed new, whether or not specifically mentioned in the specifications, in order to provide thirteen (13) complete elevator units.
- 1.4 All parts of the elevator equipment shall be of such design, size and material as to satisfactorily function under all conditions of loading and operation with specified rated load and rated speed range. All parts shall be built to standard dimensions,

tolerances and clearances so that similar parts of similar machines and devices are completely interchangeable. The mechanical fastenings used throughout the equipment on parts subject to wear and requiring replacement shall be key and seat, nut, screw, or other removable and replaceable type not requiring physical deformation or field positioning. The use of rivets or similar devices will not be accepted as mechanical fastenings for such parts.

- 1.5 The major elevator components shall be the products of one manufacturer of established reputation, except they may be the products, either wholly or in part, of another manufacturer of established reputation provided such items are engineered and produced under coordinated specifications. Also, the major components to be furnished shall be of a make or makes that have performed satisfactorily together under conditions of normal use in not less than two other elevator installations of equal or greater capacity and speed for a period of at least one year. Prior to award, the names and addresses of the buildings and the names of the owners or managers thereof, in which the proposed combination of major components has so performed, shall be furnished.
- A. The term "major elevator components" as mentioned above shall mean such items as an elevator hoisting machine, motor drive, controller, selector, and group supervisory control equipment.
- 1.6 Equipment in the elevator machine room shall be so arranged that such items as rotating elements and sheaves can be removed for repairs or replacement, either by trolley hoist and dolly, or other conventional means, without dismantling or removing other equipment components in the machine room.
- 1.7 Adequate work space for maintenance and repair operations shall be provided around the elevator equipment in machine room with clear passage to any access or trap doors.
- 1.8 Where practical, elevator controllers shall be located near, and in the same positions relative to the driving machines they control. The driving machine shall be visible from its controller.
- 1.9 Trolley beams shall not be utilized as the normal support of elevator equipment such as sheaves for selector cable.
- 1.10 Elevator data requirements listed below shall be obtained from either the project drawings or within this specification:
- A. Elevator Data:
1. Elevator rated load lifting capacity in pounds.
  2. Elevator car rated speed in feet per minute.
  3. Car travel in feet.

4. Number of landings.
5. Number of openings.
6. Platform size.
7. Class of service, i.e., passenger or freight.
8. Type of machine, i.e., geared or gearless.
9. Type of control, i.e., rheostatic, generator field, or static (3vf Drive).
10. Type of operation, i.e., two stop single car selective collective, two car selective collective or group automatic.
11. Type of design of passenger car.
12. Type of hoistway doors.
13. Type of hoistway door operation.
14. Type of car door or gate.
15. Type of car door or gate operation.
16. Type of signal system.
17. Characteristics of power supply.
18. Finishes.

1.11 The elevator system shall consist of:

- A. Twelve (12) gearless traction electric passenger elevators operating in two groups, and one (1) simplex gearless traction service elevator.
- B. Option No. 1 to modernize the existing gearless traction Judges Elevator No. 14.

**2. RELATED WORK:**

- 2.1 The following related work is included in this section and other sections of the specification and shall be the responsibility of the Elevator Contractor:
  - A. Elevator hoistways and their enclosures and venting, pit spaces, enclosed machine rooms, trolley beams.
  - B. Temporary guards at all hoistway openings as required under "Accident Prevention" clause of the General Conditions.
  - C. Bevel all ledges and platforms between the hoistways at each landing to not less than 75 degrees.
  - D. Provide Elevator machine room energy efficient lighting and 110 GFCI outlets, energy efficient pit lighting and 110 GFCI outlets, and energy efficient hoistway lighting circuits. Pit lighting switch shall be accessible from access door.
  - E. Provide pans under roof drains. (if needed)

- F. Remove sprinklers and/or devices from the hoistways, machine rooms, and pits. Remove all sprinkler piping from machine room.
- G. Provide all car top guardrails as required.
- H. Provide HVAC for machine room. (If needed)
- I. Open hoistway vent exhaust openings to maximum size. (if needed)
- J. Provide fire rated, self closing and self locking machine room, secondary and pit doors. (If needed)
- K. Seal openings in machine room floor, walls hoistways, etc. to maintain fire ratings.

### 3. **STANDARD REFERENCES:**

- 3.1 Unless as modified herein or otherwise distinctly specified, all elevator material, design, clearances, definitions, construction, workmanship and tests shall conform to the requirements of the American National Standard Safety Code for Elevators, and, Escalators, (**ANSI A17.1-2019**) or latest edition, including errata, interpretations and revisions and hereinafter referred to as the A17.1 Code.
- 3.2 Wherever Federal Specifications, Codes, Standard Details and other standards are referenced, latest editions and amendments shall apply in accordance with the clause entitled "Standard References: in the General Conditions.
- 3.3 References to the NEC are to the 2020 **National Electrical Code** (ANSI C1) or latest edition. All electrical work specified in the A17.1 Code shall be done in accordance with the 2020 NEC.
- 3.4 References to UL standards are to standards of **Underwriters Laboratories, Inc.**
- 3.5 References to NEMA are to Standards of the **National Electrical Manufacturers Association.**
- 3.6 Referring to the requirements of clause entitled "Building Codes, Fees and Charges" in the General Conditions the work shall also comply with the applicable State and local Code requirements or regulations except the requirements of the A17.1 Code shall govern in the event of a conflict.
- 3.7 References to Handicap Provisions are to "**Uniform Federal Accessibility Standard**" (UFAS) and the "**Americans with Disabilities Act Accessibility Guidelines**" (ADAAG). In case of conflicts in the requirements, the most stringent requirements shall be required.

**4. QUALIFICATIONS:**

- 4.1 The bidder shall have had at least five years successful experience in installing and servicing the manufacturer's elevators.
- 4.2 In addition, the bidder shall have comparable installations operating successfully for at least two years under bidder's maintenance. To be considered comparable, prior installations shall have not less than the same number of elevators operating together in one group as the largest number in any group specified for this project, except that a group of four may be considered comparable to a larger group specified for this project.
- 4.3 A list of the prior comparable installations by the bidder together with the names and addresses of the buildings, the names of the owners or managers thereof, and any other pertinent information required shall be submitted promptly upon request of the government.
- 4.4 The names, addresses, experience, and a statement of the work to be performed by each subcontractor be will used for performance of minor portions of the installation of elevators, shall also be submitted promptly upon request by the Government.
- 4.5 The bid may be rejected if the bidder has established on former jobs, either Government, municipal, or commercial, a record for unsatisfactory elevator installations, has repeatedly failed to complete contracts awarded to him within the contact time, or otherwise fails to meet the experience requirements of this clause.

**5. SHOP DRAWINGS:**

- 5.1 Shop drawings shall be submitted in accordance with the "General Conditions" and "Special Conditions" sections.
- 5.2 Shop drawings shall include the following details as applicable to the systems specified:
  - A. Full dimension layout in plan and elevation showing the arrangement of equipment and all pertinent details of each elevator unit specified including:
    - 1. Driving machine, controller, selector, motor generator, static motor drive unit, governor and other components located in machine room.
    - 2. Car, counterweight, sheaves, supporting beams, guide rails, buffers, car and counterweight guide shoes, and other components located in hoistway.



3. Rail bracket spacing and maximum vertical forces on guide rails in accordance with the A17.1 Code.
  4. Reactions at points of support.
  5. Weights of principal parts.
  6. Top and bottom clearance and over travel of car and counterweight.
  7. Location of circuit breaker, switchboard panel or disconnect switch, light switch and feeder termination at controller.
  8. Location of outlets for connection of traveling cables for car light and telephone.
  9. Location of hoistway access switches.
  - B. Hoistway entrances and doors showing their method of operation, details of construction; and method of fastening to the structural members of the building.
  - C. Car designs specified, showing details of construction, fastenings to platform, car lighting, ventilation, location of all car equipment, handrails, and emergency exits including electric contacts and method of hinging and locking.
  - D. Details of all signal and operating fixtures including hoistway access switches.
  - E. Details of sound and vibration isolation units for generator sets, if used.
  - F. Details of roller guide assemblies.
  - G. Details of sill sections and supports.
  - H. Details of selection, recall, and emergency operation switches including wiring diagrams.
  - I. Other drawings required or hereinafter specified.
- 5.3 The name of manufacturer, type or style designation, and the additional information called for below shall be listed on the shop drawings for each of the following:
- A. Driving machine.
  - B. Driving machine motor including hp and rpm.
  - C. Elevator controller.

- D. Group supervisory system controller.
- E. Indicator panel.
- F. Car safety including maximum rated load and speed.
- G. Governor.
- H. Power door operator.
- I. Door interlocks and electrical contacts.
- J. Buffers including stroke, certified maximum and minimum loads and maximum striking speed.
- K. Car ventilation blower including c.f.m. and hp ratings.
- L. Car emergency lighting.
- M. Static motor drive unit.

**6. SAMPLES:**

- 6.1 Referring to the "Sample" requirements of the General Conditions, submit for approval, four samples of all finishes, car floor materials, operating and signal system fixtures, hoistway entrance and door materials, sills, protection pads, and light fixture lenses.

**7. MANUALS:**

- 7.1 **Three (3) sets of operating and maintenance manuals shall be furnished in bound form.** Manuals shall include:
- A. Description of the elevator system's method of operation and control including the functions of signals, door devices and other specified features.
  - B. Written instructions for the adjustment and care of the equipment.
  - C. Replacement parts list with part numbers.
  - D. Type of lubricant required for each lubricated part.
  - E. Complete set of as-built wiring diagrams.
- 7.2 The identification label for each manual shall include the subject, building name

and location, government contract number and the specific elevator numbers to which the manual applies.

- 7.3 One set of manuals shall be provided in tool cabinet in elevator machine room unless otherwise directed. The two additional sets shall be delivered to the Contracting Officer's Representative.

**8. WARRANTY AND GUARANTEE:**

- 8.1 All work under this section shall be subject to the terms specified under "Guarantees" in the General Conditions and the guarantee period for an elevator unit shall be one year after the date the final elevator is placed in normal use by the Government.

**9. MAINTENANCE:**

- 9.1 Furnish full maintenance for the elevators starting on the day contract acceptance and notice to proceed and for 12 months after final acceptance by the Government of the last elevator in entire project. The maintenance service shall consist of regular examinations of the installation and shall include the necessary adjustments, repairs, cleaning, lubrication, and supply and replacement of all parts to keep the equipment in proper operating condition.
- 9.2 All routine adjustments and service shall be performed by trained employees of the elevator contractor and may be made during the regular working hours of the trade. All services required to ensure safe and reliable performance of the elevators shall be provided by regularly assigned maintenance personnel of the elevator contractor.
- 9.3 A preventive maintenance program shall be scheduled for each elevator. The date and hours of work shall be scheduled and submitted for approval and acceptance by the Building Manager. All personnel shall register with the proper Government authority upon entering and leaving the building.
- 9.4 Provide 24-hour emergency call-back service for the maintenance period, by promptly responding to requests from the Building Manager or his authorized representative by telephone or otherwise, to restore elevator services where a shutdown or trouble should develop. This emergency call-back services shall be limited to minor adjustments required to protect the immediate safety of the equipment and persons in and about the elevator. **Contractor shall respond to emergency call backs in one hour or less.**
- A. The Contractor shall provide and keep current a suitable check chart for each elevator. The charts shall be posted in the machine rooms on which entries shall be made to indicate the status of scheduled items of maintenance work performed, and the time in man-hours. The Contractor must properly initial the chart to indicate that the work has been accomplished.

- B. The Contractor shall immediately notify the Contracting Officer (in writing) of the existence or the development of any defects in, or repairs required to the elevators which the Contractor considers he is not responsible for under the terms of the contract, and shall furnish him a written estimate of the cost to make necessary repairs. The Contracting Officer reserves the right to make final determination as to responsibility.

**10. INSTRUCTIONS:**

- 10.1 The instruction period for Government employees shall be not less than one (1) four hour day for the work under this section. Manual and wiring diagram instructions given in elevator machine room will be considered the equivalent to classroom instructions.
- 10.2 Submit outline of instructions to be given, one (1) month prior to the Instruction Period, for approval.
- 10.3 Instructions shall be completed before the warranty and maintenance period expires.
- A. If the instructions have not been completed prior to the termination of the maintenance period, that period shall be extended as a part of the contractual requirements until the instruction requirements have been satisfied.
- 10.4 Provide, without additional expense to the Government, competent instructors to train employees of the Government, in the care, adjustment and operation and sequence functioning of the operation and the control system. Instruction shall be given during regular working hours and take place at the job site. The instruction shall be by qualified, factory trained engineering representatives possessing complete knowledge of the care, adjustment and operation of the elevator system.
- A. Approximately half of the time shall be used for classroom instructions. All other time shall be used for instruction at the equipment. Where significant changes or modifications in equipment are made under the terms of the guarantee, additional instruction shall be provided as may be necessary to acquaint the operating personnel of the changes or modifications.
- B. Three copies of an operating and maintenance manual, prepared by the contractor, shall be utilized by the contractor for instruction purposes. After completion of all instructions, the three copies of the manual shall be turned over to the Building Manager.
- C. **Three sets of as-built wiring diagrams** with a complete description of operating sequences shall be furnished and delivered to the Construction

Engineer fifteen (15) days prior to the start of the instructions, for use of the instructors.

- D. The time and place of the instructions shall be coordinated with the Building Manager.

**11. POWER SUPPLY:**

- 11.1 The power available is 3 phase, 60 hertz, 480 volts alternating current for elevator power and single-phase, 60 hertz 120 volts alternating current for elevator car lighting.
- 11.2 Before any electrical equipment is manufactured or purchased, the characteristics available for elevator power and lighting shall be verified. Where characteristics are different from those specified above, the equipment shall be furnished for the power as verified by the contractor.
- 11.3 Failure to verify the power supply shall not relieve responsibility for the satisfactory operation of the equipment.
- 11.4 Controls shall have provisions for sequential return of all elevators and operation elevators on Emergency Power.

**12. CAPACITY, SPEED, TRAVEL, PLATFORM SIZE:**

- 12.1 The elevators shall have a capacity to lift the rated load at the rated speed in feet per minute, specified in the following schedule. The rated load shall be exclusive of the weight of the complete car and cables. The travel, terminal floors, number of stops and openings and the over-all car platform size given in the schedule shall be verified with requirements indicated on the drawings.

**ELEVATOR SCHEDULE**

ELEVATOR NUMBER	RATED LOAD LBS.	RATED SPEED F.P.M.	TERMINAL FLOORS	NO. OF STOPS	NO. OF OPENINGS	OVERALL PLATFORM SIZE WIDTH X DEPTH
1-6	4,000	500	B-9	10	10	RETAIN EXISTING
7-12	4,000	800	B-16	17	17	RETAIN EXISTING
13	7,000	400	B-18	19	19	RETAIN EXISTING

**13. ELECTRIC FEEDERS AND WIRING:**

- 13.1 Provide new electric disconnect switches in both machine rooms for elevator power supply for all elevators, for the new VVVF-AC drive system and new controls.
- 13.2 Provide new disconnects for the existing 110 Volt A.C. power supply for car light circuits for all elevators. New disconnects shall be **labeled, located** in the machine room, and lockable in the off position
- 13.3 Provide new LED light fixtures with guards in the elevator machine rooms. Provide all hoistways with LED fixtures with a **labeled, lockable disconnect** in the machine room. LED fixtures in the hoistway shall be located at each landing.

Conduits and fittings shall be in accordance with the following Federal Specifications:

- A. Threaded steel conduit WW-C-581E
  - B. Electrical metallic tubing (EMT) WW-C-563A
  - C. Flexible metal conduit WW-C-566C
  - D. Fittings for cable and flexible conduit W-F-406B
  - E. Fittings for conduit W-F-408C
- 13.4 **Couplings and connectors for EMT shall be steel or malleable iron, shall be "Concretetight" or "Raintight", and shall be of either the gland and ring compression type or the stainless steel multiple point locking type. All connectors shall have insulated throats. Fittings using set screws or indentations as a means of attachment shall not be used.**
  - 13.5 All conduit connecting the various items of elevator equipment in the elevator machine room shall be run concealed where practicable. Metal wireways and auxiliary gutters shall be run exposed in readily accessible locations. All raceways embedded in concrete shall be rigid or intermediate steel conduit. At all other locations any of the other types of raceways specified may be used subject to conditions, specified. Raceway fittings shall provide conductor passageways free from burrs, shoulders or other projections which will reduce internal passage area or cause abrasion of conductors being pulled through.
  - 13.6 All conductors to the car shall consist of flexible traveling elevator cables, conforming with the requirements of the NEC. Cables shall be run from the car junction box to a machine room junction box and from these boxes, conductors shall be run to various required locations. Each traveling cable conductor shall have a distinctive color code for identification of the individual conductors. Each traveling cable shall have at least 20 percent spare conductors. Junction boxes shall contain approved terminal blocks for connection of conductors. Terminal blocks

shall have indelible identification numbers for each terminal connection. All connections to terminal blocks shall be made with pressure wire connectors.

A. Traveling cables shall be so suspended, anchored and run that the strain on individual cable conductors will be reduced to a minimum and connections to terminal blocks will be free from all strain. The outer cable covering must remain intact between junction boxes and abrupt bending of cable producing distortion of cable will not be permitted. If, due to sway or change in relative position of traveling cables, complete freedom from contact with the hoistway construction cannot be avoided, suitable shields or pads shall be provided wherever necessary to prevent chafing or damage to the cables.

B. **Traveling cables shall include not less than 10% spares and six (6) spare shielded pairs.**

C. **Provide separate traveling cable for security operations. Traveling cable to include:**

3 pair twisted shielded 4 conductor 18AWG for card reader or scramble pad,

4 pair twisted shielded 6 conductor 18AWG for intercom,

2 pair twisted shielded 2 conductor 18AWG for duress alarm on intercom, RG59 shielded COAX cable for CCTV video camera,

2 pair twisted shielded 2 conductor 18AWG for 24V camera power.

13.7 Furnish and install all wires and cables necessary for the proper connection and operation of all equipment installed under the elevator contract. All conductors shall be in accordance with NEC requirements. The conductor size shall be such that the maximum current carried will not exceed limits prescribed by the NEC.

A. Unless otherwise specified, conductors exclusive of traveling cables, shall be annealed copper with 60° Centigrade or better insulation and shall be in accordance with Federal Specification J-C-30A. Single and multiple conductor cables shall have color coding or other suitable identification for each conductor. Unless otherwise specified, no joints or splices shall be permitted in wiring except at outlets. Tap connectors may be used in wireways provided they meet all NEC requirements. Installation of conductors in raceways shall conform to the NEC.

13.8 All conductors used for external wiring between the various items of elevator equipment shall be connected to terminal blocks which meet UL Standard 1059 (1975). Crimp-type connectors shall be applied with an appropriate setting tool to ends of all size No. 10 or smaller external wires.

#### 14. ACCESSORIES:

- 14.1 **Three sets each of complete, legible field wiring diagrams**, including single line diagrams showing all electrical circuits shall be furnished. All symbols shall be listed corresponding to the identity or markings on machine room and hoistway apparatus of the systems specified. One set of diagrams shall be coated with laminated plastic, or other approved covering, suitably bound and placed in the machine room where directed. Each of the two remaining sets shall be neatly bound and delivered to the Contracting Officers Representative. The diagrams shall be revised to include all field modifications.
- 14.2 A complete set of tools necessary for making all system adjustments shall be furnished for each elevator machine room and delivered to the Construction Engineer. (A metal tool cabinet having two shelves and a hinged door shall be provided in each elevator machine room. Cabinet size shall be not less than 48 inches high, 18 inches wide and 14 inches deep.)
- 14.3 **Include an adjuster's level service tool or terminal with complete written installation manuals, service manuals, adjustment information and instructions for performing systems adjustments, special and emergency functions, diagnostic trouble shooting, and systems testing as required by ANSI A17.1 code. The service tool shall become the property of GSA, and if the device requires reprogramming it shall be performed at no additional cost to the government for the life of the equipment.**
- 14.4 Cylinder locks shall have a bronze cylinder with not less than five pin tumblers or shall have not less than a five disc combination provided wafer keyways, tumblers, and springs are of stainless steel. Provide three nickel silver keys for each lock and deliver same to the Construction Engineer. Provide an identification tag on each key with stamped legend "PROPERTY OF U.S. GOVERNMENT" on reverse side. Tags shall conform to Federal Specification FF-T-77B, Type A, Class 1, engraved. Locks shall be independently keyed unless otherwise specified. Key operated switches shall be of the cylinder lock key operated type.
- 14.5 A hoistway access switch shall be provided at the top and bottom terminal landings for all elevators. Hoistway access switches shall be of the key operated type meeting all requirements of the A17.1 Code. The movement of a car by means of the hoistway access switch at the top terminal landing shall be limited to a distance of approximately 12 feet down travel and a return to the top landing. Access switches shall be mounted flush and inconspicuously in the door jamb.
- A. Faceplates, if furnished, shall be of metal of same composition and finish as the faceplates of landing call buttons for the corresponding landing. The exposed portion of each access switch or its faceplate shall have indelible legends to indicate its "Identity" and the "Up," "Down" or "Off" positions.
- 14.6 All elevators shall be provided with an operating device mounted on the car crosshead which will permit slow speed operation of the car. Separate additional



means for operation of power door operators and automatic car leveling devices are not required. The operating device shall be mounted in a metal box and shall be rigidly secured in a position conveniently accessible on top of the car. Operating devices shall be shrouded or otherwise protected in an approved manner to prevent accidental movement. **Provide indication of Fire Service Operation within or adjacent to the car top operating device.**

- 14.7 Where access to elevator pit is through the bottom terminal landing, the pit stop switches shall be located 4 feet above pit floor and 18" above bottom landing floor and adjacent to the pit ladder.
- 14.8 Provide Hoistway Door Unlocking Devices at each entrance for all elevators, conforming to the requirements of the A17.1 Code.

## 15. **PAINTING AND FINISHING:**

- 15.1 Unless otherwise specified the machine, motor, motor drive, controller, selector, sheaves, car frame, counterweight frame, machine and sheave beams, guide rails and buffers except their machined surfaces, door operator, cams, and other ferrous metal items furnished for each elevator shall be painted with not less than one shop priming coat and one field coat of semi-gloss enamel in the manufacturer's standard color.

- A. Holes or other imperfections in the surfaces of a machine, motor, casting, motor generator and the like shall be filled and smoothed off before the factory priming coat is applied.
- B. The painting and finishing of governor, car, hoistway entrances and doors shall be as specified under their respective headings.
- C. The machine room floor, pit floor and car top shall have all unused holes or defects filled and shall be painted with semi-gloss light colored gray.

### 15.2 Identification Markings:

- A. Elevator hoistways shall have floor designations on the walls and/or doors of hoistways in accordance with the A17.1 Code.
- B. Floor designations shall be provided at each hoistway entrance on both sides of the jamb visible from within the car and the elevator lobby at a height of 60 inches above the floor. Designations shall be on a contrasting color background, a minimum of 2-1/2 inches high and raised at least 0.030 inch. Identification markings for machines, motor generators, controllers, etc. shall be provided at locations where directed. The numbers of hoisting machines and motor generators sets shall be 4 inches high and the numbers for controllers, selectors and other auxiliary equipment shall be 2 inches high.

- C. The identification numerals or letters for floor landings, machines, etc., shall be either stencil painted or decal type of a color which will contrast with color of the surface to which the marking is applied. Decal type markings shall have a coat of clear varnish or equivalent after application.

**16. MACHINE BEAMS AND OTHER SUPPORT STEEL:**

- 16.1 All necessary structural steel beams or other steel members required for support of elevator machine, sheaves, rope hitches, governor, buffers, grating, and other elevator equipment, shall be provided. Bearing plates and anchors shall be provided to mount adapter beams and other support steel securely in place. Existing beams and slabs may be reused provided the calculations reveal they are adequate for the equipment to be used and support the loads in accordance with the A17.1 Code. Otherwise, provide support as required.
- 16.2 Provide metal sleeves projecting 2 inches above the concrete slab for all hoisting rope and governor rope, selector rope or tape, and other similar openings. Sleeves shall be not less than No. 12 U.S.S. Gage and shall have inside sleeves sloped same as the ropes and tapes.
- 16.3 Fill and finish all unused holes in machine room, secondary floors and walls, and hoistway.

**17. GEARLESS MACHINE:**

- 17.1 Existing DC gearless machine shall be replaced with new AC gearless machines at existing speeds and capacities.
- 17.2 The brake shoes shall be lined with a suitable fireproof friction material shaped so the drum or disc will run free with a normal clearance. Brake application shall be automatically controlled to obtain noiseless, smooth and gradual stops with either light or loaded car.
- 17.3 All existing deflector sheaves may be reused or replaced. New bearings, if needed, shall be installed in deflector sheaves.
- 17.4 Provide guards around drive sheave and any rotating components, including secondary spaces.
- 17.5 Provide new vibration isolating machine pads to prevent transmission of machine vibration to the building structure. The location and deflection characteristic of the vibration isolation units used shall produce an approximately uniform and non-excessive loading on the units under all

operating conditions from minimum to maximum rated elevator load lifting capacity. The foundation shall incorporate positive means to prevent lateral displacement of the machine. Shop drawings showing details of vibration isolating foundation proposed shall be submitted for approval.

#### **18. GEARLESS MACHINE MOTOR:**

- 18.1 The hoisting machine motor shall be of the AC variable voltage variable frequency type, designed to develop the required high starting torque with a low starting current. The motor shall be suited in all respects to the AC used. The motor shall be ruggedly designed and all parts shall be capable of meeting the severe requirements of elevator service. The motor shall meet the requirements of NEMA Standard MG1-1972 for elevator service. The temperature rise rating shall be consistent with the class of insulation supplied. The motor shall have sufficient capacity to meet the test requirements.
- 18.2 The armature with brake drum shall be mechanically balanced. All windings in both armature and field shall permit reasonable easy renewal. All coils shall be impregnated to prevent absorption of moisture and oil.
- 18.3 The speed of the motor when operated with controller in full speed position shall not vary more than 5 percent of the normal rated speed under all loads within the capacity range.
- 18.4 The insulation resistance between conductors and the frame of motor shall be not less than one megohm. The dielectric shall successfully pass a dielectric test of 60 Hertz alternating current applied for one minute.
- 18.5 The design of frames, end bells, etc., shall insure perfect alignment of bearings and minimize vibration
- 18.6 The motor bearings shall be either the ball or roller type arranged for grease lubrication and fitted with grease gun connections and drain plugs. The bearings and lubricant reservoirs shall be dust tight and shall incorporate effective lubricant seals or other means to prevent lubricant leakage. The fittings for lubrication may be omitted where pre-lubricated sealed for life type bearings are used.

#### **19. CONTROLLER:**

- 19.1 **Furnish and install new controls for all elevators.** The elevator controller shall provide operation as specified hereinafter. Controllers shall be of the floor

mounted, free standing type with NEMA 1 enclosures, with locking cabinet doors. Bolt the bottoms of the control panels to the floor.

- 19.2 The sockets or circuits boards used for the mounting of relays and electrical or electronic components shall be made of an approved moisture resisting dielectric material having dielectric and structural properties suitable for its intended usage. The material shall conform to requirements of NEMA LI 1-1971 (R 1976) for the type and grade suited for the application. The sockets and circuit boards shall be secured to panel frame with bolts, screws or other approved demountable means.
- A. The controller panel frame shall be of rigid steel construction to provide means for mounting circuit boards or devices. Panel frames supporting controller switching devices which produce a perceptible panel frame vibration, shall be provided with an approved vibration absorbing mounting.
- 19.3 All wiring on the panels shall be neatly formed and securely fastened in place. All equipment on the panels shall be readily accessible and easily replaceable. All controller relays shall be magnetically operated. Solid state components shall be electrically sized, physically spaced, and ventilated so their heat can be adequately dissipated during operation. All controller components shall be designed and rated to provide at least 20 years of operation as specified, with recommended maintenance, before replacement is required.
- A. All mechanical switches and relays shall be opened either compression of leaf type contact springing or gravity when power is interrupted except those switches or relays which are magnetically or mechanically latched closed. All A.C. relay magnets shall be designed so residual magnetism will not interfere with proper operation. All similar switch and relay units on controllers shall be of the same manufacture.
- 19.4 Wiring for the various external control and operating circuits shall be brought to a terminal board and then shall continue to the various components on the controller panel. Terminal board may be an integral part of panel or a separate panel mounted adjacent to same panel or terminal blocks mounted on the panel. Each terminal is to have indelible means of identification to facilitate testing of the various controller circuits. All connection of wires to terminal boards from external circuits shall be made with solderless pressure type wire connectors. When a number of external connections are made to the same terminal, stud washers shall be provided between lugs to insure uniform seating and contact.
- 19.5 Each device on the controller panels shall be properly identified by name, letter or standard symbol which shall be neatly stencil painted, (or otherwise marked) in an approved indelible and legible manner, on the device or panel. The identification markings shall be coordinated with identical markings used on the wiring diagrams.

**20. SOLID STATE MOTOR DRIVE (3VF DRIVE):**

20.1 Remove existing drives and **provide Variable Voltage Variable Frequency AC Regenerative type operation for all elevators.**

System shall be adequate size to handle to new hoist machine. **Suitable isolation transformer shall be provided.** The system shall, during acceleration and deceleration periods, gradually change the voltage and frequency applied to the elevator motor without interruption of power to the motor to provide smooth acceleration, deceleration and running speeds, and accurate floor stops. All safety circuits shall conform to ASME 17.1 Code. Line filters, noise spike or notching suppressors and isolation transformers shall be provided to ensure electrical feedback to power source of power generated by overhauling loads shall not affect other computer operated equipment in the building. Resilient isolators shall be provided to support all drives and transformers. Audible noise shall not exceed 70 decibels under any operating condition.

A. The motor drive shall be equipped with devices which shall limit the current applied to the hoisting motor to that required for actual specified duty, and shall prevent damage to hoist motor from overload, overvoltage, or excessive current.

B. In case of brake application under normal operation, the hoisting motor shall be slowed down electrically, through a dynamic braking effect, so it will be practically stopped at the instant of brake application.

C. Motor drive components shall be installed in a NEMA 1 enclosure located in the machine room. All components shall be conservatively rated to provide a life of not less than 80,000 hours. All electric connections between the electric feeder, the motor drive, and the elevator hoist motor shall be made with suitable connectors or to suitable terminal blocks.

**21. CAR LIGHTING AND FAN CONTROL:**

21.1 The control system shall be equipped with an adjustable timing device which when an elevator that has remained idle at its assigned parking floor for a predetermined time after the last registered call has been answered, shall automatically extinguish the regular interior car lighting and stop the car fan or blower, if running, of the corresponding car but the power circuits to convenience lights and receptacles on top and bottom of car shall not be interrupted. Any hall or car call registration shall cause the car lighting and fan to resume their normal functions.

21.2 **The circuits shall be so arranged that power to the car lighting and car fan or blower shall not be interrupted by an overload, blown fuse, disconnect switch, or other abnormal conditions to the elevator controls.**

**22. GROUP AUTOMATIC OPERATION:**

22.1 Passenger elevators shall have group automatic operation and shall operate as two

separate groups. One six car low rise group, and one six car high rise group.

- A. The service elevator No. 13 shall be a simplex selective-collective operation.
- 22.2 The operating devices for group automatic operation shall include dispatch buttons in each car, landing call buttons and a group supervisory control system, all electrically connected to the control equipment governing selection of landing stops be made, direction of travel, starting, acceleration, retardation and stopping of the elevator cars and the systematic dispatching operations of the elevators.
- 22.3 New car operating panels shall be provided all elevators. The panel shall be of the swing return type and contain the following devices:
- A. A series of car dispatch buttons having designations corresponding to the landing served and an integral registration light for each button. The actuation of a dispatch button in either panel shall cause the corresponding registration light in both panels to be illuminated until the call is canceled.
  - B. Key operated emergency stop switch.
  - C. Emergency signal button connected to a 6 inch diameter bell located on car top.
  - D. Door open and close buttons.
  - E. Key operated emergency service switch, pilot light and all necessary instructions, signage, etc. in main panel.
  - F. Key operated independent service switch, on main panel only, exposed flush on faceplate.
  - G. Provisions for hands-free emergency communication system; i.e. speaker perforation, buttons, operating instructions, signage, etc.
  - H. **Provide manufacturers standard security system to limit access to designated landings.**
  - I. **Space for future card reader and 3 pair twisted and shielded 6 conductor 18AWG wiring for future card reader system at every landing. Terminate all hall and car call wiring into a labeled junction box located on side of controllers.**
- 22.4 All exposed car controls shall be at least 3/4-inch in size. All control buttons shall be designated by Braille and raised standard alphabet characters for letters, arabic characters for numerals, and standard symbols as required by the A17.1 Code. Identification markings for all exposed controls shall be adjacent in a contrasting color background to the left of the controls. Symbols, letters, or numerals shall be a

minimum of 1/2 inch high and raised or recessed 0.030 inch. The control button for the main entrance shall be designated by a raised star to the left of the button. Symbols shall be industry recognized standard types firmly affixed without adhesives.

- 22.5 The emergency stop and emergency signal bell devices shall be approximately 35 inches above the car floor. The highest car dispatch button shall be no more than 54 inches above the floor.
- 22.6 A metal service cabinet shall be located directly below, or arranged as an integral lower section, of the main car operating panel. The service cabinet shall have a hinged door with independently keyed cylinder lock. Door shall be arranged to swing away from the elevator entrance. The following devices shall be mounted behind the metal door:
  - A. Car light switch.
  - B. Car fan or blower switch.
  - C. Emergency light test button.
  - D. Keyed inspection switch to permit use of hoistway access switch.
  - E. 110 V GFI duplex receptacle complete with wiring and cover installed in service cabinet of each car.
  - F. The devices in all car operating panels shall be located in identical relative positions. Readable, indelible markings shall be provided for each device as required to indicate its identity and positions.
- 22.7 Provide new landing button signal fixtures, **with space and wiring for future card reader control for security system for all elevators** containing up and down buttons at each intermediate landing, single button fixtures at each terminal landing, and an integral registration light for each button. The group of elevators shall have landing call buttons, installed at ADA height in the existing locations.

23. **MICROPROCESSOR GROUP SUPERVISORY CONTROL:**

- 23.1 Microprocessor Group Automatic Control: The microprocessor dispatching shall be based on an advanced 16 bit microprocessor computer system that continuously scans and analyzes every elevator's changing position, condition and workload. It shall compute the potential arrival of every car in **REAL TIME**; it shall assign and reassign hall calls to the car that can arrive there the quickest. Supervisory and

individual controllers shall be of the floor mounted, free standing type with NEMA 1 enclosures, with locking cabinet doors.

- 23.2 REAL TIME Management" REAL TIME management of the dispatching shall permit the microprocessor to forecast the requirements for elevator service. The following elevator system information shall be taken into account to calculate the time required for each of the cars to travel to a hall call. The car with the MINIMUM RESPONSE TIME is dispatched to the hall call.

ETA System Information:

- A. Elevator in or out of service
  - B. Elevator in bypass mode
  - C. Elevator at lobby in NEXT mode
  - D. Direction and position of each elevator
  - E. Condition of the car doors: open, closed, opening, or closing.
  - F. Condition of each elevator: accelerating, full speed, decelerating.
  - G. Number of stops required due to car calls
  - H. Coincident car calls
  - I. System conditions: up peak, down peak
  - J. Predictive car and hall call assignments. For example, in most instances, an up hall call causes a consequential car call to be registered. Forecasting future call movement in this manner gives the processor a more accurate "picture" of the developing traffic.
- 23.3 All of the above data shall be continuously scanned and hall calls shall be reassigned if the conditions change and another car can respond faster. Assignments shall be made at a rate of up to 16 times per second thus reflecting changes in the traffic on a REAL TIME basis.
- 23.4 Operation:
- A. Heavy Up Incoming Traffic Conditions: The microprocessor shall automatically recognize heavy incoming traffic in the morning, as well as other times during the day, by monitoring changes in car passenger loads, the number of car calls registered, and the frequency of cars departing the lobby. The incoming traffic intensity shall determine the number of cars assigned to



the lobby. The system shall recognize the increasing incoming traffic early and react in a controlled manner.

- 23.5 Once a car completes its up trip after it has answered its car calls and any up hall calls assigned to it, it shall then reverse and proceed to the lobby floor, provided the system is still in heavy up. The assignment of these up and down hall calls is described in the following paragraph.
- 23.6 When the incoming traffic becomes lighter, the microprocessor shall allocate cars from the lobby accordingly. The other cars park with their doors closed at the landing they last served.
- 23.7 Select Hall Waiting Time (Up Peak): The up and down hall call response time shall be preset so that these calls can be answered in an adjustable minimum/maximum time interval, permitting better service to the incoming traffic. When this feature is enabled, the microprocessor shall calculate the potential arrival of each car, and assign or reassign the up and down hall calls (with the exception of the lobby floor) to the car that meets the selected service requirements, and not necessarily to the car with the best potential arrival time. If the calculated ETA's do not satisfy the minimum/maximum time interval, microprocessor shall assign the call to the car having its ETA closest to the minimum selected service. This feature shall be implemented on a per floor basis.
- A. Heavy Down Traffic Conditions. The microprocessor shall automatically recognize heavy ongoing or down traffic by monitoring the number of down hall calls, their ETA and the actual waiting time. During this mode, the down hall calls shall be given preferential service to handle the traffic which can occur in the evening or other time during the day. All cars assigned to the lobby floor shall be released. Cars arriving at the lower dispatching terminal shall light their lantern and remain at the terminal for the same length of time as for any other floor. all down hall calls are assigned based on which car has the best potential arrival time. The assignment of the up hall calls is described in the following paragraph. Down peak traffic mode shall have priority over up peak.
- 23.8 Select Hall Waiting Time (Down Peak): The up hall call response time shall be preset so that these calls can be answered in an adjustable minimum/maximum time interval permitting better service to the outgoing traffic. The assignments shall be made the same way as under "Select Hall Waiting Time (Up Peak)" but for the up hall calls only.
- 23.9 Two-way Traffic Conditions. All hall calls shall be given equal priority during this mode. An adjustable number of cars (usually one) is assigned at the lobby terminal. Available cars shall be parked at the last floor served and can be assigned to hall calls above or below their position. A car traveling up or a car traveling down shall not be required to travel to the terminal floor or to the main floor. All car

assignments shall be made on the basis of the best forecast. Since the forecast is continually updated, reassignment of the call is also made based on the best time, always ensuring the quickest possible response.

- 23.10 Intermittent or Light Traffic. The microprocessor shall automatically keep the required number of cars in service based on the forecast waiting time. Cars shall remain parked at the last floor served.
- 23.11 Lobby Terminal Demand. The microprocessor shall always ensure that there is an adjustable number of cars at the lobby during off peak conditions. When there is no next car at the lobby, the ETA of the down traveling cars shall be calculated. If no car can reach the lobby in an adjustable time, a lobby demand is automatically placed to an available car.
- 23.12 Coincident Calls. The microprocessor shall give priority in its assignment of a hall call to a car with a corresponding car call. If this coincident hall call cannot be answered within the adjustable priority time, the car with the best potential arrival time shall then be assigned.
- 23.13 During peak conditions, the priority time is increased (adjustable) to further benefit from the elimination of a stop due to the coincident call.
- 23.14 Nonvolatile Memory
  - A. A nonvolatile memory (EPROM) shall be used to store the following group adjustments:
  - B. Number of cars required at lobby
  - C. Number of cars required in the high zone
  - D. Up peak traffic detection parameters
  - E. Minimum up peak duration
  - F. Down peak traffic detection parameters
  - G. Minimum down peak duration
  - H. Traffic demand parameters to release the next car
  - I. Select hall waiting time parameters
  - J. Coincident calls maximum waiting time
  - K. The stopping table for all the cars with the direction of the stops

L. Security information

M. Special features such as dual and alternate lobby floors, V.I.P. service floor, priority floors, etc.

**N. Remote Monitoring Capability:**

- 1. Provide all necessary items to monitor all elevator functions or diagnostics from a remote location.**

**24. MACHINE ROOM AND HOISTWAY**

- 24.1 Provide fire rated, auto locking, and auto closing machine room doors.
- 24.2 Provide all necessary energy efficient LED lighting, GFI outlets and disconnects required by Code in the machine room, secondary, pit and hoistway. Provide that all light switches are accessible from the entry of pit access doors.
- 24.3 Provide all code required items.
- 24.4 Provide car top railing system
- 24.5 Provide pans under all roof drains. (if needed)
- 24.6 Remove sprinklers and devices from the top of the machine rooms, secondary, hoistways, and pits. Remove all sprinkler lines from machine room.
- 24.7 Provide HVAC system to maintain temperature and humidity at manufacturers recommended levels in place of existing vent. (if needed)
- 24.8 Seal openings in machine room floor, hoistways walls, etc. to maintain fire ratings.

**25. EMERGENCY POWER OPERATION:**

- 25.1 Emergency power will be supplied to the elevator machine room at this time. All necessary controls, wiring, switches, etc, will be supplied.
- 25.2 Provide all necessary control and signal provisions as hereinafter specified for operation on emergency power. During emergency power, the cars shall automatically be returned to the lobby floor, one at a time, at full rated speed. If a car is unable to move, it is bypassed after a predetermined time interval. After all cars have been returned, the selected car shall automatically be put into operation to provide service to the building.

- 25.3 **Provide all Emergency operation controls (emergency power) in elevator life safety panel located in the first floor fire control room. Included within the life safety panel, position indicators for each elevator.**

**26. GROUP CAR CONTROL FUNCTIONS:**

- 26.1 Supervisory and individual controllers shall be of the floor mounted, free standing type with NEMA 1 enclosures, with locking cabinet doors.
- 26.2 Leveling: An automatic two-way leveling device shall be provided and designed to govern the leveling of the car to within 1/4" above or below the landing sill. Any other travel or under travel or rope stretch shall return the car level to the landing sill automatically with the first movement of leveling.
- 26.3 The doors shall open automatically when the car arrives at the floor to permit transfer of passengers. After an adjustable time interval, the doors shall automatically close.
- 26.4 Pre-opening shall be initiated as the computer calculates the correct point at which to initiate the door opening using both velocity and distance information.

N. Door Timing: The door open time shall be field adjustable with resolution of 0.1 second. The dwell time for a car call stop shall be adjustable between one and eight seconds, and the dwell time for a hall call stop shall be adjustable between three and eight seconds. The hall call timing shall predominate. In the event the light beam is interrupted, the door open time shall be reduced to an adjustable 0.5 to ten seconds and shall be separately adjustable for a car or hall call stop.

O. Door Protection: When the doors do not open or close perfectly according to their respective operation, they repeat or recycle the operation for a period of four minutes. After that time, the microprocessor shall shut down the car to prevent any damage to the door equipment.

P. Nudging: In the event the doors are held open for a predetermined adjustable time interval (15-20 seconds) after automatic door closing has been initiated, a buzzer shall sound and a signal given to close the door a reduced speed and torque.

26.5 Operating Controls.

- A. **Provide provisions for the operation of "Active Shooter Operation" to each passenger Elevator Group.**

1. Operation shall include:

Provide and install Active Shooter Operation. Upon activation of the operation by pressing either the mushroom style push-pull buttons (or key switch), in the Marshal's command and control room, or first floor security checkpoint, the elevator will immediately return to the alternate fire recall level (second floor) and the doors will remain open until the button (or switch) is released back to normal operation. The designated fire recall floor shall be easily reprogrammable to any level. The initial designated level is the Second landing (alternate fire recall level).

2. All work under this specification shall be performed in accordance with all local building codes and all applicable ASME A17.1-2016/CSA B44-10 Safety Code for Elevators or the most current edition.

3. The elevator contractor shall be responsible for becoming knowledgeable of the job and all job conditions which exist and may be encountered during the accomplishment of this project.

**B. PIT FLOOD ALARM:**

Provide a two-stage pit flood device. Stage I shall operate when the water level exceeds two inches above the pit floor, and shall activate a bell mounted in the pit.

1. Stage II shall operate when the water level exceeds six inches above the pit floor, and shall activate a circuit which shall initiate Emergency Fire Service Recall Phase I to recall to the second (alternate fire) landing, and remove the elevators from operation until the pit flood device has been reset.
2. The lowest level car call shall be blocked on Emergency Fire Service Phase II only on pit flood alarm operation to prevent operation into a flooded pit.

C. Anti-Nuisance: In the event that there are a number of car call stops (adjustable one to ten) and the light beam is not interrupted, all the car calls shall be canceled.

D. Bypassing and dispatching due to Load Weighing: The elevator shall bypass hall calls when their respective load weighing inputs are energized at 67% of rated capacity and dispatch when inputs indicate 50% of rated capacity is loaded.

E. Emergency Operation: The elevators shall be recalled in the event of a fire or other emergency conditions. The operation shall be according to ANSI/ASME A17.1 - 2019.

F. Independent Service: The control shall provide for operation of each elevator from car buttons only. Under this operation, door closing shall be initiated by constant pressure of the car buttons or the door close button.

- G. Continuity of Service: In case of malfunction of the group computer or of the network, the individual car computer shall provide continuity of service. Hall button circuits shall be "bussed" to each car. The floors and the direction of the stops under this operation shall be field adjustable on a per car basis.
  - H. Out of Group Operation: In the event the car does not start for a hall call dispatch signal, the car shall remove itself from group operation after an adjustable period of time (10 to 45 seconds).
- 26.6 Nonvolatile Memory: A nonvolatile memory (EPROM) shall be used to store the adjustable parameters which include:
- A. Drive: Soft start, acceleration, deceleration, leveling velocity, and response and all offsets.
  - B. Doors: Long door time, short door time, nudging, door open protective time and door close protective time.
  - C. Selector: The floor reference position and the slowdown limit reference position with associated operation velocity.
  - D. Dispatch: The out of service time due to dispatch loss and the emergency floor stops.
  - E. Others: anti-nuisance stops, etc.

## 27. INDIVIDUAL CAR CONTROLLER:

- 27.1 The microprocessor based individual car controller shall be designed and constructed with the following minimum requirements:
- A. Controller: The car controller shall be based on a 8/16-bit microprocessor using 4K bytes of static Random Access Memory (RAM) a minimum of 16K of Erasable Programmable Read Only Memory (EPROM). Provisions shall be made to expand the on-board RAM to 12K and the EPROM to 48K.
  - B. Switch and Relay Designs: All switches and relays shall have contacts designed for maximum conductivity and wiping action.
- 27.2 The microprocessor based group management controller, and the communications network shall be designed and constructed with the following requirements:
- A. Controller: The dispatch controller shall be based on an 8/16-bit microprocessor using minimum 8K bytes of static Random Access Memory (RAM) a minimum of 16K of Erasable Programmable Read Only Memory

(EPROM) Provisions shall be made to expand the on-board RAM to 16K and the EPROM to 48K.

- B. Communications Network: A full duplex RS-422 multidrop network shall be utilized for the communications link between each car.

## 28. **COMPUTING ENVIRONMENT:**

28.1 Design Specifications: Where computing devices are used, such as microprocessors along with associated devices, the following design specifications shall be provided:

- A. All inputs from external devices (such as push-buttons) and all outputs to external devices (such as indicators, relays) shall be isolated with opto-isolation modules.
- B. All external connections to the opto-isolation modules shall be fused.
- C. All opto-isolation modules and associated fuses shall be plug-ins.
- D. Crystal frequency regulation shall be used for the main processor clock.

28.2 Printed Circuits and Solid-State Hardware:

- A. All printed circuit boards shall be fabricated with G10 glass epoxy material with a minimum equivalent two ounce copper.
- B. All printed circuitry shall be coated with tin-lead.
- C. A solder mask screen shall be provided.
- D. A silk screen with outline and component identification shall be used on all printed circuit boards.
- E. All printed circuit board edge connections shall be gold plated.
- F. All solid-state hardware shall have built in noise suppression devices which provide a high level of noise immunity.

## 29. **GUIDE RAILS:**

29.1 The existing car and counterweight guide rails for all elevators may be reused. **All rails and bracket fastenings shall comply with requirements of the A17.1 Code.** The contractor shall submit for approval the required seismic calculations.

**Main and counterweight rails for all elevators shall be realigned, and painted.**

- A. Guide rails shall be realigned plumb and parallel with a maximum deviation of 1/16 inch. All shimming required shall be of metal securely held in place. Splice plates shall not interfere with supporting clamps and brackets in place. Splice plates shall not interfere with supporting clamps and brackets. Each splice plate bolt shall be drawn up tight. The guide rail anchorage in pit shall not reduce the effectiveness of the pit waterproofing.
- B. **Plumb lines shall not be removed without Government inspector's approval.**
- C. Before the cars are placed in service, rails shall be thoroughly cleaned and smoothed and painted. When the car is tested the rails shall be clean, free from rust and any signs of abrasion.

**30. SAFETY AND GOVERNOR:**

- 30.1 Provide new governor-actuated safety devices mounted under the car platform and securely bolted to the car sling for all cars. The car safety shall be Type B, Sliding Type conforming with the A17.1 Code identification and classification of car safety devices.
- 30.2 Car safety marking plate shall be of corrosion resistant metal and, in addition to the date required by the A17.1 Code, shall indicate the manufacturer's name and manufacturer's catalog designation number.

Suitable provision shall be made to release the car safety. The safety shall be so arranged as to permit release without going under the car. The car safety device shall not require an opening in car floor to permit releasing the device.

- 30.3 Provide new bi-directional speed governors, located overhead, driven by a new governor rope suitably connected to the governor rope releasing carrier for all cars. The governor shall be equipped with rope grip jaws designed to clamp the governor rope so as to activate the car safety upon a predetermined overspeed downward. The rope grip must be positively tripped within the permitted range of speeds. Rope grip jaws which float with governor movement will not be permitted.
  - A. Governor sheave shall be of hard alloy cast-iron, cast steel or semi-steel of approved composition with true running machine finished groove and flanges. Sheave shall be free from cracks, sandholes or other imperfections.
  - B. The governor sheave shaft shall be manufacturer's standard. Suitable bearings and means of lubrication shall be provided for all other rotating parts, link pins, etc.



- C. Governor rope gripping device shall be so designed that no appreciable damage to or deformation of the governor rope shall result from the stopping action of the device in operating the car safety. The rope grip jaws for a governor using a Type B safety shall be of the parallel jaw type of such shape and length that pull through action of governor rope as required by A17.1 Code will result in a minimum amount of rope abrasion.
  - D. The governor, governor rope and weighted tension sheave shall be mounted in such locations as to minimize danger of accidental injury to the equipment. Metal guards shall be provided to protect the governor rope, gears, and rope gripping device from accidental fouling by maintenance personnel.
- 30.4 The governor overspeed switch shall be so located and enclosed that excess governor lubricant will not enter switch enclosure.
- 30.5 Governor parts (with the exception of finished bearing surfaces, screw threads, etc.) shall be finished at the factory with machine enamel. No painting of governor parts at the building will be permitted. Painting shall consist of a priming coat and not less than one factory finishing coat of machine enamel.
- 30.6 Reuse or replace existing new governor rope tension sheaves for all passenger elevators. The governor rope weighted tension sheave in pit shall operate in steel guides which shall permit free vertical movement of sheave while maintaining a uniform predetermined governor rope tension. Tension sheave shall be similar to governor sheave and shall be provided with similar type bearings.

**31. HOISTING AND GOVERNOR ROPES:**

- 31.1 The existing hoisting ropes on all Elevators shall be replaced.  
The existing governor ropes on all Elevators shall be replaced.
- A. Provide rope data tags of corrosion resistant metal.
  - B. Provide new "staggered" wedge clamp type shackles, suitably hobbled.
- 31.2 Shop drawings shall indicate the number and size of hoisting ropes, the name of manufacturer, type, ultimate strength in tons, and the factor of safety.
- 31.3 Where hoisting ropes run around a sheave or sheaves on car and counterweight, suitable guards shall be provided.
- 31.4 The governor rope shall be 6 by 19 or 8 by 19 wire rope, iron or traction steel, uncoated, fiber core suitable for the governor furnished. The appropriate shackling, socketing and inspection procedures outlined in "Practice for the Inspection of Elevators, Escalators, and Moving Walks, Inspector's Manual" (ANSI A17.2) shall

be followed.

A. The governor rope data tag shall be of corrosion resistant metal.

31.5 Hoisting and governor ropes shall conform to the applicable requirements of Federal Specification RR-W-410C for the particular type of wire rope suitable for the service involved.

31.5 **Retain the existing compensation ropes and sheave assembly, as required for proper operation.**

**32. COUNTERWEIGHT:**

32.1 The existing counterweights and frames shall be retained on all Elevators. Existing spring loaded roller guide assemblies may be retained, or replaced as necessary. Counterweights shall be provided for the elevator equal to approximately the weight of the complete car and **40 percent** of the specified rated load. Cracked or broken sub-weights will not be accepted. Material for weights shall be steel.

**33. CAR AND COUNTERWEIGHT BUFFERS:**

33.1 Retain existing oil buffers for the car and counterweight.

33.2 The partial compression of return oil buffers when the car is level with terminal landings shall not be acceptable.

33.3 Buffer marking plates shall be of a corrosion resistant metal. In addition to the data required by A17.1 Code, the marking plates for oil buffers shall indicate the manufacturer's name, buffer identification number and the buffer stroke.

33.4 Elevator shop drawings shall indicate the name of buffer manufacturer, buffer identification number, buffer stroke, certified maximum and minimum loads, and certified maximum striking speed.

33.5 Buffer marking plates shall be of a corrosion resistant metal. In addition to the data required by A17.1 Code, the marking plates for oil buffers shall indicate the manufacturer's name, buffer identification number and the buffer stroke.

33.6 Paint all buffers, pit channels and pit equipment with finish coat of machinery enamel paint, in manufacturer's standard color.

**34. TERMINAL STOPPING DEVICES:**

34.1 Terminal stopping devices located in hoistway or on the car and operated by cams shall be fitted with rollers having a rubber or other approved composition tread to

provide practically silent operation when actuated by the cam. Location of devices shall be as determined by the A17.1 Code.

**35. ROLLER GUIDE ASSEMBLIES:**

- 35.1 Existing spring loaded roller guide assemblies on cars and counterweights for all Elevators, shall be replaced with new spring loaded guides to provide a smooth and vibration free ride within the elevator. Roller guide assemblies shall be provided with adjustable mountings and shall be rigidly secured in accurate alignment.
- A. Each roller type guide assembly shall consist of rollers assembled on a metal base and designed and mounted to provide continuous contact of all rollers with the corresponding three finished rail surfaces under all conditions of load and operation. Each roller shall be tired with a resilient oil resistant material and shall rotate on precision grade ball bearings. Ball bearings shall be pre-lubricated and sealed for life. The roller guide assemblies shall operate quietly under all conditions.
- 35.2 Adjust roller guides on all cars and counterweight frames. All elevator cars shall be balanced in both post-wise and front-to-back directions.

**36. CAR FRAME AND PLATFORM:**

- 36.1 Retain existing Structural Steel car frame and platforms for all Elevators.

**37. ELEVATOR CABS:**

- 37.1 Provide new cab interiors for all passenger elevators. The existing cab shell will be retained.
- 37.2 Retain the existing cab shell enclosures except return panels for all elevators. The car return panels at entrance side including integral entrance columns, head frame and transom panel shall be No. 14 U.S.S. gage stainless steel for all passenger elevators. Stainless steel shall have No. 4 brushed finish.
- A. The interior cab panels for Nos. 1-12 shall be similar to a:
- Forms and Surfaces Series 2000
- |                                  |  |
|----------------------------------|--|
| Upper Inset Wall Material No. 1: | Waterfall pattern in a dark Nickel Silver metal. |
| Lower Inset Wall Material No. 2: | Waterfall pattern in a dark Nickel Silver        |

metal.

Stile and Rail: Satin Stainless steel

Base and Reveals: Satin Stainless steel

Handrail: Compass Series Satin Stainless steel on back and two sides.

Ceiling: Polished Stainless steel with LED Downlighting.

B. Retain the existing cab for service Elevator No. 13.

The car enclosure walls shall be of No. 14 U.S.S. gage sheet steel in shell type construction. The car return panels at entrance side including integral entrance columns, head frame and transom panel shall be No. 14 U.S.S. gage stainless steel.

37.3 The car interior walls shall be formed of metal sheets jointed together. Square corner columns shall finish tangent with the wall panels. All walls shall be reinforced for rigidity and present true surfaces free from warp and buckle. Wall panels and square corners shall be secured to each other by means of bolts, rivets, or welding, to present a light-proof joint. All rivets showing on car interior shall be countersunk flush with surface. All joints that must be field assembled shall be guaranteed against squeaks, and be drawn up tight, with bolts fitted with washers and lock washers. The entire car assembly including frame and platform shall operate entirely free from squeaks and metallic sounds. The bottom of the interior walls shall be provided with a continuous base angle which shall be secured to platform by through bolts fitted with plain washers, lock washers and nuts. Welding metal shall be of the same kind as the parts which are joined. Welds which are exposed shall be of the same color and have the same finish as the metals which are joined. Concealed structural or reinforcing members shall be of well finished sheet stock or rolled shapes.

37.4 Unless other wise specified, the top emergency exit panel shall be of sheet steel with finish to match car interior walls, and shall meet the seismic requirements of the A17.1 Code. When car has plenum chamber ventilation, removable panel sections shall be provided in both car ceiling and plenum chamber and shall be so constructed that the entire top emergency exit may be removed as a unit. An electric contact shall be provided for top emergency exit (to prevent operation of elevator when exit panel is open).

A. The car top shall be of not less than No. 14 U.S.S. gage sheet steel suitably braced to meet requirements of the A17.1 Code. Exit details including hinging and locking arrangement of emergency exit door where required, shall be shown on shop drawings.

37.5 A ventilation system of exhaust type shall be provided for each elevator arranged to exhaust air through opening around suspended ceiling.

A. The system shall include a blower driven by a direct connected motor and

mounted on top of car with isolation to effectively prevent transmission of vibration to the car structure. The blower shall have not less than two operating speeds with a rated free delivery air displacement of approximately 380 and 265 c.f.m. at the respective speeds. The unit design and installation shall be such that the maximum noise level when operating at high speed shall not exceed 55 dba approximately three feet above the car floor. A three-position switch to control the blower unit shall be provided in the car service cabinet.

- 37.6 Passenger car interior lighting shall be of the LED Downlighting type. LED light fixtures with plastic guards shall be provided on top of car and also beneath the car platform. Duplex receptacles shall be provided on the top of the car and beneath the car platform to supply 120 V.A.C. outlets shall be 2 pole, 3 wire grounded type rated for 15 amperes at 125 volts conforming to Federal Specification W-C-596/12A.

Service Elevator shall have recessed LED lighting.

- 37.7 Car interior lighting for elevators shall be of the Low Voltage **LED** type Downlighting with flush mounted recessed fixtures. The fixtures shall have open bottoms with an aperture of approximately three (3") inches mounted in mirror finished panels. Provide manufacturer's standard panels as required by layout of ceilings. Panels shall be formed of brushed .032" stainless steel. Each panel shall be covered with an adhesive coated protective paper until installation is complete.
- 37.8 The lighting system for all elevators shall be required to achieve initial output of 20 foot candles at any point on the floor. Lighting shall be controlled by on/off switch located in car station control panel.
- 37.9 The finished car floor for elevator Nos. 1-12 shall be LVT tile, color and style to be decided by Building Manager, Service Elevator No. 13 shall have aluminum tread plate flooring.
- 37.10 A car base approximately 4 inches high formed of No. 14 USS gage, No. 4 finish stainless steel shall be provided for each passenger elevator. The base shall be recessed at the bottom of wall panels on all sides not used for entrance. Concealed vent openings of appropriate area shall be provided between the top of base and bottom of wall panels.
- 37.11 Car doors shall be hollow metal flush panel **insulated** construction, not less than seven-eighths inch thick. The doors shall be hung on two point suspension sheave type ball bearing hangers similar to those specified for hoistway doors except that sheaves shall be of sound reducing design. The door panels shall be rigid and reinforced for installation of hangers, door operating equipment, door re-opening device and hardware. Door panels shall be guided at the bottom by nylon or composition gibs engaging door threshold grooves with a minimum clearance.

Gibs shall be easily replaceable without removing doors from hangers. Rubber bumpers shall be provided for door similar to those specified for hoistway door. Minimum clear width shall be existing. The exposed interior surfaces and edges of car door panels for all elevators shall be faced with not less than No.16 USS gage stainless steel, with No. 4 brushed finish.

- 37.12 The car capacity plate shall be of stainless steel for passenger elevators and in addition to data required by A17.1 Code shall bear the name of elevator manufacturer.
- 37.13 Sheet steel shall be in accordance with Federal Specification QQ-S-698 for cold rolled Commercial Quality and shall be stretcher level or cabinet quality. All sheet steel surfaces shall be cleaned and then shall receive a rust preventive treatment by bonderizing or other equally serviceable approved process. Sheet steel work exposed on car interior shall receive a six-coat baked enamel finish consisting of three coats of primers and surfacing material and three finish coats of enamel. Each coat shall be evenly applied in sufficient quantity to completely cover the preceding coat, baked at proper temperature and then rubbed smooth. The final coat shall be rubbed to an eggshell gloss. The finish and colors shall be as follows:
- A. Interior of canopy in manufacturer's standard baked enamel finish.
  - B. Interior of steel car walls in baked enamel color as selected.
  - C. The exterior of canopy and car doors shall receive at least a priming and two finished shop coats of manufacturer's standard enamel, except exterior of car doors may be the same color specified for interior side.
  - D. The exterior of steel car walls and steel shell except mounting flanges and surfaces less than 3 inches in width shall receive a factory applied coating of a mastic sound insulation material approximately 3/32-inch thick followed by a prime coat of manufacturer's standard paint. Mastic material shall conform to Federal Specification SS-S-111B, Type I, Class (a).
  - E. Upon completion, all factory finished surfaces shall be touched up and restored where damaged or defaced.
- 37.14 Stainless steel shall be in accordance with Federal Specification QQ-S-763D (and INT AMD-1) for bars and QQ-S-766c for sheets, Class 302 or 304, Condition A, with a No. 4 or approved satin finish on exposed surfaces.
- 37.15 Bronze sheets shall be in accordance with Commercial bronze, Copper Development Association alloy No. 220 with exposed surfaces in natural lacquered finish to match approved sample.
- 37.16 Nickel Silver sheets shall be in accordance with Copper Development Association

alloy No. 754 with exposed surfaces in satin finish to match approved sample.

- 37.17 Aluminum work shall have a uniform fine satin finish (180-220 emery) on exposed plain surfaces and shall be anodized in natural color. Anodized aluminum shall be in accordance with alloy of applicable section of Federal Specification QQ-A-250D/GEN.

**38. FINISH OF CAR FIXTURES:**

- 38.1 Unless otherwise specified, all exposed metal fixtures in the elevator cars, including face plate and frame for car operating panel, telephone cabinet and the like shall be of **stainless steel, No. 4 brushed** finish for all elevators. Ceiling panels with low-voltage downlighting shall be **No. 4 brushed stainless steel** finish.

**39. EMERGENCY CAR LIGHTING:**

- 39.1 An emergency car lighting and alarm bell system shall be provided in each passenger and freight elevator consisting of a rechargeable battery, charger, controls and light fixture. The system shall automatically provide emergency light in the car upon failure or abnormal interruption of the normal car lighting service and shall function irrespective of the position of the light control switch in the car.  
**(Emergency lighting shall be provided within the car operating panels.).**
- 39.2 The battery shall be 6 volt minimum, sealed, maintenance free, of either lead acid or nickel cadmium construction and designed to give a life expectancy of not less than ten years. The term "sealed" shall mean sealed against the loss of electrolyte and against gassing except for over-pressure vents which shall be leak-proof. Batteries using adapter type water conserving or catalytic devices are not acceptable.
- 39.3 The charger including rectifier and controls shall be solid state except load relay, if used, shall be hermetically sealed. The charger shall be of the two rate type and capable of:
- A. Restoring the battery to full charge within 16 hours after resumption of the normal power supply following a continuous discharge of 4 hours through the connected lamp load.
  - B. Automatically maintaining the battery in a full state of charge under normal power supply conditions.
- 39.4 The battery, charger and controls shall be housed in a enclosure of either sheet steel or molded plastic with a dust-tight removable cover. The enclosure shall be designed for permanent mounting on the elevator car top and shall be of sufficient strength to support the full weight of a 200 pound man without causing any

malfunction or damage.

- 39.5 A constant pressure switch that automatically returns to the "Off" position when released, and pilot light, for the periodic testing of battery and lamps shall be provided on the exterior of the battery enclosure. **An emergency light test switch shall also be located in the locked service cabinet inside each car.**

**40. TELEPHONE:**

- 40.1 Provide "hands free" telephone device in each car integral within car control station with programmable auto-dialer and tracking and recall features to meet requirements of ADAAG and drilled speaker pattern.
- A. Auto dialer shall be programmable to call more than one number, at different times of the day.
  - B. **All telephones shall have a dedicated phone line, or be able to meet A17.1 Code for communication devices. Specifically, being able to call into each individual elevator.**
  - C. Provide push to talk button with identification plate and all signage required adjacent to alarm button.
  - D. Telephone dialer shall utilize a prepared message with building and elevator information, then shall allow voice communication. Illuminate button to indicate call registration and provide means to cause indicator light to flash when call is answered.
- 40.2 Furnish and install all traveling cables, conductors, conduit, etc., required for the telephone service from the telephone cabinet in the car to the telephone outlet box at the hoistway half way junction box of machine room.

**41. CERTIFICATE FRAME:**

- 41.1 Provide engraving stating "Elevator Inspection Certificate on File in Building Manager's Office" on main car operating panel.

**42. WALL PROTECTION PADS:**

- 42.1 Stainless steel pad hooks shall be provided near soffit of car interior walls. Pad hooks shall be as inconspicuous as possible and spaced not over 18 inches apart. Wall protection pads shall be provided for car arranged to cover entire wall surface of car except operating devices. The pads shall be provided with heavy stainless steel eyelets properly spaced to suit pad hooks. The pads shall consist of 1 inch thick glass fiber insulation securely sewed between a flame resistant vinyl coated



covering as specified.

- 42.2 The insulation shall conform to Federal Specification HH-I-558B for Form B, Type I, Class 6 or 7 plain.
- 42.3 The physical properties of the covering shall conform to Federal Specification CCC-W-408A(1) for a type II covering.
- 42.4 Upon request, certified laboratory test reports of either or both the insulation and covering shall be submitted for approval.
- 42.5 Furnish one (1) set of pads per group of passenger elevators.
- 42.6 Building manger shall select color of wall protection pads.

**43. SIGNAL SYSTEM:**

- 43.1 The elevator signal system shall, either be adapted to the electric service at the building, or necessary transformers with overload protection shall be provided in the elevator machine room. In all cases, where lamps are used, a voltage not exceeding 120 volts shall be provided.
- 43.2 A digital car electric position indicator with direction arrows shall be provided in the car for all elevators. Electric position indicator shall be mounted within each car operating panel to indicate the location of the car in the hoistway. The indicator face plate shall be of metal and shall contain an indication for each floor served by the elevator. The floor indications shall be a minimum of 1-3/4 inches high. The change illumination from one indication to another shall occur rapidly when car is approximately midway between floors. A position indicator of the digital readout type of manufacturer's approved standard shall be used. In addition, an audible signal (chime) shall sound in the interior of a car whenever it passes a floor served by an elevator or stops at a floor.
- 43.3 The existing hall lanterns shall be replaced. Provide with new electronic chimes and LED lighting. The direction indication shall be distinguishable only when illuminated. Each lens shall be illuminated from the rear by an individual lamp to provide a non-glaring readily distinguishable indication. Each lamp shall be effectively shielded to illuminate only its own lens. Lanterns shall contain a single stroke chime to signal the approach of a stopping car. The chime for passenger cars shall sound once for a car traveling in the up direction and twice for the down direction. The lantern lenses shall signal the approach of a stopping car when car is a predetermined distance away from a landing. The lantern lenses shall not be illuminated when the car passes that floor without stopping. The chime shall sound momentarily and simultaneously with the illumination of a lantern lens.

A. A landing lantern at least 2-1/2" in size for passenger elevators shall be

provided at each floor for all elevators.

43.4 All signal fixture cover plates for all elevators shall be stainless steel with No. 4 brushed finish on all floors. (If needed)

43.5 A Car Emergency Signal Bell shall be provided for each elevator. The car emergency signal bell shall be of the monitor type suitable for outlet box mounting and shall have a six (6) inch diameter gong. The bell shall sound when emergency signal push button in the car operating panel is pressed and also when emergency stop switch in the car operating panel is operated.

J. 43.6 New Landing Call Button riser shall be provided as required under the method of operation specified for all elevators. The landing call button fixture face plates shall be of stainless steel No. 4 brushed finish for all elevators. Where "UP" and "DOWN" buttons are specified, the "UP" button shall be the top button for intermediate landings and the fixtures at the terminal landings shall have only the "UP" or "DOWN" button as required. The buttons shall be of substantial construction with contacts and wearing parts of materials and sizes to meet the severe requirements of elevator service. Depressible type buttons shall be so designed that a spring will take up the initial pressure from which contact is made and further pressing shall seat the button on or in the face plate. Landing call buttons shall have integral illuminated registered call signal indicators and shall have their function indelibly and legibly identified on the face plate by legend or arrows. Buttons shall be at least 3/4 inch in size. When a landing call button is operated the corresponding signal indicator shall be illuminated to indicate that a call has been registered for that direction of travel. Signal indicators shall be extinguished when a car serves the registered call. The centerline of the highest hall call buttons shall be 42 inches above the floor. **Space for future card reader and 3 pair twisted and shielded 6 conductor 18AWG wiring for future card reader system at every landing. Terminate all hall and car call wiring into a labeled junction box located on side of controllers.**  
**Lobby level faceplate also shall include a fire service key switch.**

43.7 The existing hall call buttons shall be lowered on all floors to a height of 42" maximum for elevators. The new fixture cover plates shall be designed to completely cover the existing push button box and extend to cover the new push button fixture box. The top of the cover plates shall have engraved into the metal and colored to match the pictograph in the A17.1 Code.

43.8 All fixtures shall be grouted in solid and walls patched, painted or neatly finished to match existing surfaces.

43.9 **Provide new Life Safety panel in existing location at first floor. Provide emergency power controls, fire service key switch controls, and position indicators for all elevators within building. (including service and judges**

elevator)

**44. EMERGENCY RECALL OPERATION:**

- 44.1 Phase I and Phase II operation required during a fire or other emergency shall be provided for all automatic elevators in accordance with the A17.1 Code except as modified herein.
- 44.2 Manual Control of the recall operation shall be from one Recall Switch, located in the Lobby hall button fixture at the first floor landing. The lobby (first floor) landing shall be the main recall floor, and the second floor landing shall be the designated alternate floor for all elevators. The Recall Switch at the Main Floor shall be specially keyed to match the in-car fire Service Switch Key. The recall switch shall be permanently identified with recall (ON), Normal (OFF), and by-pass positions.
- 44.3 Each Recall Switch shall be clearly and permanently identified and provided with a red "fire hat" pilot light which shall be illuminated when the switch is placed in the "Recall" position.
- 44.4 When placed in the "Recall" position, the cars shall return to the Main Floor. Elevators standing at a floor other than the Main Floor, with doors open, shall close entrance doors without delay and travel non-stop to the Main Floor when this switch is activated. If there is a fire at the Main Floor, elevators shall travel non-stop to the Designated Alternate Floor as specified herein. These cars will remain out-of-service unless placed in Phase II Emergency Service or returned to Normal Service.
- 44.5 When the Recall Switch is placed in the "Bypass" position, the elevators shall operate normally despite any signals received for automatic recall

**45. SMOKE DETECTORS AND ANNUNCIATORS:**

- 45.1 The Fire Detection System shall be coordinated with the elevator control equipment to assure automatic elevator recall as specified.
  - A. **The Fire Alarm company that is servicing the fire alarm shall be the only company allowed to access the fire alarm system.**
  - B. Incorporate elevator recall into the existing fire protection system. Each detection system shall include an ionization type detector, and/or heat detectors located in each elevator lobby, and machine room, and appropriate connections to the elevator system. The activation of a detector at any elevator lobby shall cause the elevator serving that lobby to return non-stop

to the Main Floor, except the activation of a detector device at the Main Floor shall cause the car to travel to the Alternate Floor. After activated detectors have been reset or replaced, placement of the recall switch in the "Normal" position shall prepare the elevator system for automatic recall by the detection system.

C. **Remove all sprinklers, heat and smoke detectors located in top of the elevator hoistways, machine rooms, secondary spaces and pits.**

D. N/A

E. Smoke and heat detectors, conduit, wiring and junction boxes shall be provided by this section to interconnect the elevator recall controls to the detectors in the elevator lobbies at the various floors, and to an annunciator control panel.

45.1 Signs which will inform occupants not to use the elevators in case of fire shall be engraved in the cover plate of each elevator corridor call station. Signs shall be in accordance with ANSI-A17.1.

**46. PASSENGER ELEVATOR HOISTWAY ENTRANCES:**

**46.1 Elevator hoistway door and entrances for all Elevators shall be retained.**

All door and entrance units may reuse door tracks, hanger assemblies, and interlock assemblies. The door pickup rollers, interlock contacts and gibs shall be provided new. Existing bucks, headers, sills, struts, hanger supports with cover plates, fascia plates, and toe guards may also be reused. Metal work not otherwise indicated shall be of steel or iron.

46.2 Re-use all existing headers, sills, frames, struts, hanger supports with cover plates, and fascia plates. Provide new door rollers, door drive rollers, upthrust rollers, gibs, closures, interlocks, and related hardware for all passenger elevator entrances. Provide emergency keyways and door unlocking devices at all entrances in accordance with ANSI A17.1.

46.3 Retain existing hoistway doors at all landings.

A. Doors shall be constructed of not less than 16 USS gage sheet steel and be of flush type construction. Door panels shall be labeled as evidence of conformance with the construction, installation, fire test, and labeling requirements of the A17.1 Code.

B. Metal doors shall have natural metal finish in stainless steel and consist of a flush type steel door as hereinbefore specified with an applied facing of the natural metal applied to surfaces exposed on the landing side of the door. The

natural metal facing shall be not less than 0.0478 inch in thickness and shall be secured by concealed fastenings to present smooth leveled surfaces.

- 46.4 A sight guard shall be provided on the leading edge of single-slide and two-speed hoistway doors, and on each meeting edge of center-opening hoistway doors. The sight guards shall be 0.06 inch thick formed metal of the same material and finish as the landing side of doors.
- 46.5 Each section of door shall be provided with removable synthetic bottom guides arranged to run in sill grooves with a running clearance not exceeding 0.02 inch. The guide mounting shall permit the easy replacement of guides without removing the door from the door hangers. Guide inserts shall be provided with metal retainers to hold doors in position if synthetic guides are destroyed by fire.
- 46.6 The meeting edge of center opening doors shall be provided with easily replaceable continuous rubber bumper strip. Bumper strip shall be of tongue construction. Bumper strip shall be relatively inconspicuous when doors are closed. Rubber bumpers shall be provided at the top of each section of doors to stop doors at their limit of travel in opening direction.
- A. Single-speed and two-speed doors shall be provided with rubber bumpers at the top of doors for stopping doors at their limits of travel in the opening direction. In addition, when door closer or operating mechanism will permit door overtravel in the closing direction, bumpers shall be provided on strike jamb at the top of doors.
- 46.7 The doors shall be provided with two point suspension sheave type hangers. The hangers shall be securely fastened to the door sections which shall be provided with reinforcements at the point of attachment or the hanger may be built as an integral part of the door panel. The hangers shall have provisions for vertical and lateral adjustment.
- A. Door Track and Sheave Hanger Assemblies shall consist of hardened steel or approved resilient tread sheaves equipped with ball or roller bearings mounted on steel brackets. The sheaves shall roll on a high carbon cold rolled or drawn steel track so shaped as to permit free movement of sheaves without regard to vertical adjustment of sheave bracket or housing. The hanger track may be formed of steel plate as an integral part of the hanger support and the running surface may be provided with a nylon covering. The hanger sheaves shall be not less than 2-3/4 inches in diameter.
- B. Beneath the track and each sheave wheel a hardened up-thrust roller shall be provided capable of withstanding a vertical thrust equal to the carrying capacity of adjacent upper sheave. The up-thrust roller shall be subject to fine vertical adjustment and shall permit free radial movement of the hanger sheaves. The up-thrust roller shall have ball or roller bearings.

- 46.8 Steel structural members shall be given a shop coat of rust inhibitive paint.
- 46.9 Sheet steel shall be in accordance with Federal Specification QQ-S-698 Commercial Quality, cold rolled and shall be stretcher level or cabinet quality. All sheet steel surfaces shall be cleaned and then shall receive a rust preventive treatment by bonderizing or other equally serviceable approved process. Sheet steel work exposed after erection including work on the hoistway side shall have baked enamel finish at the factory unless otherwise specified. Baked enamel finish shall consist of three coats of primers and surfacing material and three finish coats of enamel. Each coat shall be evenly applied in sufficient quantity to completely cover the preceding coat, baked at proper temperature and then rubbed smooth. The final coat shall be rubbed to an eggshell gloss. The color of exposed finished surfaces shall be as follows:
- A. The hanger covers, facias, toe guards, dust aprons and like items on the hoistway side may be reused and painted with one finished enamel coat similar to existing color.
  - B. Upon completion, all finished surfaces shall be touched up and restored where damaged or defaced.
- 46.10 Stainless steel sheets shall be in accordance with Federal Specification QQA-S-766C, Class 302 or 304, Condition A, with a No. 4 or approved satin finish on exposed surfaces to match approved samples. Thickness to be not less than 16 gauge.
- 46.11 Bronze sheets shall be in accordance with Commercial bronze, Copper Development Association alloy No. 220 with exposed surfaces in oxidized statuary lacquered finish to match approved sample. Thickness to be not less than 16 gauge.
- 46.12 Nickel silver sheets shall be in accordance with Copper Development Association alloy No. 754 with exposed surfaces in satin finish to match approved sample.
- 46.13 The work shall be erected with accuracy and all supporting members shall be rigidly secured to the structural parts of the building. All parts shall be plumbed and leveled.
- A. Erection preferably shall be started at the top of the shaft. Hanger supports shall be erected in perfect alignment with the edges of the sills, sill grooves and head jambs to insure smooth operation of the doors.
  - B. Doors and hangers shall be accurately adjusted and all working parts carefully cleaned and greased. Guide grooves in the thresholds shall be cleaned. The entire installation shall be cleaned after erection.

**47. DOOR OPERATORS:**

- 47.1 New “closed loop” harmonically driven electric power door operators shall be provided for all elevators. **A “linear” door operator is prohibited!** The operators shall be of the high (3 ft/sec) speed type. Speeds noted are minimum averages.
- 47.2 The doors shall operate smoothly without slam in both the opening and closing directions and they shall be cushioned in their final movement in both directions of travel.
- 47.3 Provide new door protective device for all elevators which shall consist of a multiple-beam door detector that initiates a door reversal if any one of the beams is interrupted. The infrared beams shall provide a pattern of beams across the door opening that covers an area from the sill to a height of about 64 inches. Beams shall scan the opening at a scan rate of not less than 10 times a second

**48. INTERLOCKS AND CONTACTS:**

- 48.1 Clutches used to actuate interlocks shall be securely fastened to car construction and shall be designed to operate without objectionable noise, shock or jar. Car door and gate and car top emergency exit electric contacts shall be designed to prohibit accidental contact with energized electrical components.
- 48.2 Submit for approval, engineering test reports showing that the hoistway door interlocks, car door or gate electric contacts, or car top emergency exit electric contacts proposed meet the requirements of A17.1 Code and have been so certified by a qualified testing laboratory.
- 48.3 The name of the manufacturer and type or style letter or number of hoistway door interlocks and electric contacts proposed to be used shall be indicated on elevator shop drawings submitted for approval.
- 48.4 The type of approved door restrictor devices shall be of the fixed angle type mounted in the hoistway and the spring loaded angle type mounted on the car doors.

**49. SECURITY:**

- 50. **Provide space for future card readers in the Car Operating Panel and every hall landing and 3 pair twisted and shielded 6 conductor 18AWG wiring for future card reader system. Terminate all hall and car call wiring into a labeled junction box located on side of controllers, in addition to the following:**

- A. **Provide manufacturers standard basic security system. Include a means to limit access to designated landing, by using the car call pushbuttons as a keypad.**

- B. System shall be able to limit access at any selected time. An example, Court floors shall be accessed by the public during normal hours, and secured after hours. Basement landing shall be secured at all times.
- C. When the (future) card reader is accessed from a hall call station, only an empty elevator will respond to the call, and elevator system shall not register another hall call stop until travel is complete.
- D. Provide a NEMA 1 junction box one foot wide and two feet long on side of controllers for termination of car and hall station wiring. Provide terminals for CCTV and card readers. Provide easy access for future security additions. Provide written schematic and clearly labeled terminals for future use.
- E. Provide 1.5" conduit from every group of elevators, the low rise group, the high rise group, and the service and marshals elevators to Marshals control room on the 16<sup>th</sup> floor. Provide pull string for future wiring. This piping will be for the Marshals card reader installation, and the active shooter installation.
- F. Provide a separate traveling cable on each elevator to control all security operations. Security traveling cable to include:
  - 3 pair twisted shielded 4 conductor 18AWG for scramble pad or card reader,
  - 4 pair twisted shielded 6 conductor 18AWG for intercom,
  - 2 pair twisted shielded 2 conductor 18AWG for duress alarm on intercom,
  - RG59 shielded COAX cable for CCTV video camera,
  - 2 pair twisted shielded 2 conductor 18AWG for 24V camera power.

49.2 **Provide provisions for the operation of "Active Shooter Operation" to Passenger Elevators.**

1. Operation shall include:

Provide and install Active Shooter Operation. Upon activation of the operation by pressing either the mushroom style push-pull buttons (or key switch), in the Marshal's command and control room, or the first floor security checkpoint the elevator will immediately return to the alternate fire recall level (second floor) and the doors will remain open until the button (or switch) is released back to normal operation. The designated fire recall floor shall be easily reprogrammable to any level. The initial designated level is the Second landing (alternate fire recall level).

2. All work under this SOW shall be performed in accordance with all local building codes and all applicable ASME A17.1-2016/CSA B44-10 Safety Code for Elevators or the most current edition.



3. The elevator contractor shall be responsible for becoming knowledgeable of the job and all job conditions which exist and may be encountered during the accomplishment of this project.

**50. INDEPENDENT SERVICE:**

- 50.1 A two position key operated INDEPENDENT SERVICE SWITCH, with Normal and Independent markings shall be provided in each elevator.
- 50.2 When this switch is placed in the Independent Position, the operation shall be the same as that required for Emergency Service, except the doors shall open automatically as elevator arrives at landing. Doors shall close when a car button or door close button is activated.
- 50.3 When the independent service switch is returned to the position marked Normal, the elevator shall return to normal service.

**51. TESTS:**

- 51.1 The proper operation of every part of the elevator system and compliance with contract requirements, including compliance with all applicable requirements of the A17.1 Code, shall be demonstrated to the Contracting Officer. The inspection procedure outlined in Part II of the "Practice for the Inspection of Elevators, Escalators, and Moving Walks, Inspectors' Manual" ANSI A17.2, shall form a part of the final inspection. Furnish all test instruments and materials, required at the time of final inspection, to determine compliance of the work with the contract requirements.
- 51.2 The following tests shall be made on each elevator at the time of final inspection:
  - A. Full Load-Run Test: The elevator shall be subjected to a test for a period of one hour continuous run, with full specified rated load in the car. During the test run, the car shall be stopped at all floors in both directions of travel for a standing period of 10 seconds per floor.
  - B. Speed Test: The actual speed of the elevator car shall be determined in both directions of travel and with full contract load and no-load in the elevator car. Speed tests shall precede and follow the full load run test. Speed shall be measured by applying a tachometer to the car hoisting cables. The measured speed of elevator car with all loads in any direction shall be within 5 percent of specified rated speed for an elevator with generator field or static control and 10 percent of specified rated speed for an elevator with alternating current rheostatic control.
  - C. The temperature rise of the hoisting motor, motor generator, and exciter shall

be determined during the full load test run. Temperatures shall be measured by thermometers inserted into the various windings and shielded by cotton waste or by other means as approved by the Contracting Officer. The temperature rise shall be less than the ratings of the class of insulation provided. Test shall be started only when all parts are within 5 degrees C of the ambient temperature.

- D. Car Leveling Test: Elevator car leveling devices shall be tested for accuracy of landing at all floors with no load in car and with full load in car, in both directions of travel. Accuracy, as specified in paragraph 31, shall be determined both before and after the full load run test.
- E. Emergency Operation Test: Functional tests of the automatic and manual recall systems and the operation of the cars on emergency power (where provided) shall be performed.
- F. Insulation Resistance Test: All field wiring of elevator systems shall be free from short circuits and grounds and the insulation resistance of systems shall be determined by use of a "Megger". All conductors shall have an insulation resistance of not less than one megohm with respect to both ground and each other.
- G. Car Safety and Governor Tests: The car safety and governor shall be tested as outlined in the A17.1 Code.
- H. Oil Buffer Tests: Oil buffers for car and counterweight shall be tested as outlined in the A17.1 Code.
- I. Motor Overcurrent Protection Test: All motor overcurrent protection devices shall be tested using portable test equipment approved by the Government. Test results showing the motor full load current and the current at which the overcurrent devices operate shall be submitted to the Contracting Officer. Elevator drive equipment shall not be used to simulate an electrical overload condition for testing the overcurrent devices.
  - 1. The following data for each overcurrent protection devices shall be submitted:
    - (a) Ambient conditions in which device should be tested.
    - (b) Reliability normally obtained.
    - (c) Time/current characteristic curves.
    - (d) Actual trip time during the overcurrent test prescribed by manufacturer.

2. Each overcurrent device shall have its trip characteristics identified by a calibration sticker indicated test results and date of test.

- 51.3 Car Safety Drop Test: In addition to the car safety tests specified above, the Contractor shall, before the installation of permanent car enclosure, make a Drop Test at the building of each type of sliding car safety installed unless, prior to such time, as satisfactory Type Drop Test, as described herein, has been performed and the required information has been filed with and accepted by the Public Buildings Service. Where Drop Tests at the building are required, one of each type of sliding safety installed under this specification shall be selected and tested in the presence of a Government Representative.
- A. Drop tests shall be made with a total suspended load equal to the dead weight of the completed elevator plus the maximum rated load of the elevator being tested. The superimposed platform load shall be located on each quarter of the platform symmetrically with relation to the centerline of the platform.
  - B. The safety shall be activated by the governor during the drop test. The governor tripping speed shall be adjusted and set in accordance with the requirements of the A17.1 Code for the rated speed of the elevator being tested. The safety shall be adjusted in accordance with the manufacturer's standard practice for the specified load and speed of the elevator. Safety activation due to inertia at a speed less than the governor tripping speed will be acceptable provided the distance ratio and out-of-level requirements hereinafter specified are met.
  - C. The elevator shall be suspended at an appropriate beginning rest position and then allowed to drop freely with only the governor rope attached until safety application brings the elevator to a stop in the final rest position. In the final rest position, the elevator platform shall not be out-of-level more than 0.375 inch per foot in any direction.
  - D. The ratio between the sliding distance for the safety, as indicated by the markings on the rail, and the total distance from rest to rest shall be not less than 0.30 nor more than 0.75 for safeties of the rigid jaw type and not less than 0.40 nor more than 0.75 for flexible jaw safeties. The length of the safety shoe shall be deducted from the length of the marks on the rails, where necessary, to determine the actual sliding distance.
  - E. The following information and data for each Drop Test shall be submitted to the Contracting Officer for approval:
    1. Manufacturer's name.
    2. Safety identification number.

3. Governor identification number.
  4. Test load on safety.
  5. Rated elevator speed.
  6. Ratio of sliding distance to the distance from rest to rest.
  7. Measured amount, in inches per foot, by which the platform was out-of-level at final rest position.
- F. Type Drop Tests shall be made by a qualified testing laboratory equipped to make such tests, or by the manufacturer of the safety, and witnessed by a representative of such a qualified testing laboratory or a registered professional engineer acceptable to the Public Building Service.
- G. Type Drop Tests shall be made with the maximum load for which the safety is rated and with a car frame of conventional design that would be used for normal elevator service within the capacity and speed limitations for which the safety is designed. The test may be made without a cab on the platform provided the total suspended weight equals the maximum rated gross load of the safety. One quarter of the load shall be located on each quarter of the platform symmetrically with relation to the center lines of the platform.
- H. During the test, the jaws of a speed governor shall be used to develop the retarding force on the governor rope. The governor shall be of a type suitable for normal operation with the safety being tested and shall have parallel jaws. For flexible guide clamp safeties, the governor jaws shall be preset on the governor rope with a slack loop of rope provided between the governor jaws and the rope attachment on the elevator car frame. The slack in the loop shall be the exact amount required to permit the car to attain the maximum speed for which the safety is rated before the governor rope becomes taut. For wedge clamp and gradual wedge clamp safeties, the safety action shall be initiated by the normal functioning of the governor, which shall be set to trip at the maximum speed for which the safety is rated.
- I. The car shall be suspended at an appropriate beginning rest position and then allowed to drop in a free fall with only the governor rope attached until such time as the governor and safety application brings the car to a stop in final rest position. The car platform shall not be out-of-level more than 0.375 of an inch per foot in any direction in the final rest position.
- J. Instrumentation shall be utilized to collect necessary data to permit plotting curves showing velocity, acceleration, and travel versus time. The ratio between the sliding distance for the safety as indicated by the markings on the

rail and the total distance from rest to rest shall be not less than 0.30 nor more than 0.75 for safeties of the rigid-jaw type and not less than 0.40 nor more than 0.75 for flexible jaw safeties. The length of the sliding shoe shall be deducted from the length of the marks on the rail, where necessary, to determine the actual sliding distance.

- K. After the test, the car frame, car platform, and safety must show no signs of permanent distortion or damage. The safety shall be completely dismantled to permit a detailed examination for damage.
- L. If of the drum-operated type, the safety shall be wound and rewound several times to verify that the safety design and lead sheave location are such that the safety rope will wind and unwind smoothly, provided tension is maintained on the safety rope.
- M. The following information and data on each Type Drop Test made shall be submitted to the Public Buildings Service for review, acceptance and file:
  - 1. Assembly and detail drawings of the car frame and safety, identifying use and composition of the component parts.
  - 2. Identifying data of the governor utilized to initiate the safety action during the Type Drop Test.
  - 3. Curves plotted to show the velocity, acceleration, and travel versus time for the entire test, rest to rest.
  - 4. Certificate from testing laboratory or registered professional engineer attesting to the satisfactory performance of the safety during the Type Drop Test. In addition, the certificate shall include the following information:
    - (a) Manufacturer's name.
    - (b) Safety identification number.
    - (c) Governor identification number.
    - (d) Maximum rated load of safety.
    - (e) Maximum tripping speed for which safety may be used.
    - (f) Ratio of sliding distance to the distance from rest to rest.
    - (g) Measured amount, in inches per foot, by which the platform was out-of-level at final rest position.

Cabell FB/CH  
Dallas, TX

ELEVATOR MODERNIZATION  
Passenger Elevators Nos.1-13

ePM#62288  
TX0284ZZ

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END OF SECTION 14210

# Attachment 8

## 62288 Elevator Modernization Access Control comparison

12/21/2020

## KEY

No Access	
GSA Code	CD
Courts Card	CC
Both	GC
GSA/USMS	GM
New Code	NC
USMS Card	MC
No Restriction	

Controlled only by GSA code keypad

Controlled only by US Courts Card reader

Controlled by both GSA code and Courts Card Reader

Controlled by both GSA code and USMS Control Room

Controlled by new GSA Code only, uses floor selection buttons

Controlled by USMS Access control only

No access control activated, GSA Code can be activated

## Access Restriction

[illegible]