



Q1/FY22

**Region 7**  
**Elevators Inspection and Testing Statement of Work**

*Adapted from the  
National Custodial Specification  
and the  
National Operations & Maintenance Specification*

**SOLICITATION NUMBER: 47PH0222R0003**

**SERVICE: ELEVATORS INSPECTION AND TESTING SERVICES**

**LOCATION(S):** Facilities throughout the five state area of the GSA, PBS, Greater Southwest Region 7 (Texas, Louisiana, Oklahoma, Arkansas, and New Mexico).

**PERIOD OF PERFORMANCE:**

**One Year Base Period, with Four One-Year Option Periods**

Base Year:	05/01/2022 – 04/30/2023
Option 1:	05/01/2023 – 04/30/2024
Option 2:	05/01/2024 – 04/30/2025
Option 3:	05/01/2025 – 04/30/2026
Option 4:	05/01/2026 – 04/30/2027

**SOLICITATION ISSUE DATE: 01/06/2022**

**OFFER RECEIPT DATE/TIME: 01/31/2022 at 5:00 p.m. CST**

**THIS PROCUREMENT IS A 100% TOTAL SMALL BUSINESS SET-ASIDE FOR  
SMALL BUSINESS CONCERN IN ACCORDANCE WITH FAR SUBPART 19.5.**

## IMPORTANT DATES

\*\*\*\*\* **Pre-Proposal Meeting** (Reference Section L.7 for full details) \*\*\*\*\*

**Pre-Proposal Meeting: Tuesday, January 18, 2022, 9:30 a.m (CST).**

The Pre-Proposal Meeting will be held electronically at 9:30 a.m. via Google Meeting Space. It is estimated that the Pre-Proposal Meeting will last 2 hours. **Each attendee MUST send an email to the Contracting Specialist (CS) Feann Stephens at [feann.stephens@gsa.gov](mailto:feann.stephens@gsa.gov) and provide email address(es) for all attendees in order to register for the meeting.** The CS will send you the meeting link and invitation prior to the meeting.

\*\*\*\*\* **Questions** (Reference Section L.9 for full details) \*\*\*\*\*

**All questions must be submitted in writing** to the Contract Specialist, Feann Stephens at [feann.stephens@gsa.gov](mailto:feann.stephens@gsa.gov) **not later close of business on Thursday, January 20, 2022.** Questions received after this date may be answered at the discretion of the Contracting Officer.

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## SECTION A: SOLICITATION

### A.1 Standard Form (SF) 33

**THIS PAGE IS INTENTIONALLY LEFT BLANK DURING THE SOLICITATION PHASE.  
THE SF 33 IS AN ATTACHMENT TO THE SOLICITATION; THE EXECUTED SF 33  
WILL BE INCORPORATED INTO THIS DOCUMENT IN THIS LOCATION AT THE  
TIME OF AWARD.**

## SECTION B: SERVICES, ORDERING AND PRICES

### B.1 Description of Services

The General Services Administration (GSA), Public Buildings Service (PBS), has a need for Elevator Inspections and Testing services for facilities located throughout PBS Greater Southwest Region 7. Region 7 encompasses the states of Texas, Louisiana, Oklahoma, Arkansas, and New Mexico. There are approximately 350 elevators that are located in approximately 83 Federal Buildings throughout the Region. Under this contract, the contractor shall provide all management, supervision, labor, materials, supplies, repair parts, tools, equipment and subcontracts necessary to provide all services described in this solicitation.

#### B.1.1 Small Business Set-Aside Under This Contract

This procurement is a Total Small Business (100%) Set-Aside in accordance with FAR Subpart 19.5.

### B.2 Pricing of Services

The **GSA Region 7, Zone Master Schedule Pricing Sheet** (See Section J) must be completed by the contractor and submitted to the Contracting Officer (CO) as part of the Price Proposal. At time of award, the accepted **GSA Region 7, Zone Master Schedule Pricing Sheet** will be incorporated into the contract. **Pricing must be submitted for a five (5) year contract term.**

Offerors must submit offers for all locations under this contract to be considered for award. Offerors must submit prices for all of the option periods, in addition to the initial period, to be considered for award. Renewal options shall be priced using the wage determination contained in this solicitation. Upon exercising a renewal option, the contract price will be adjusted in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).

#### B.2.1 Basic (Standard) Services:

Standard service is defined as all services that are included in the monthly price and are defined in the contract document. The monthly price shall include all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management. A blank **GSA Region 7, Zone Master Schedule Pricing Sheet** in Section J is included as part of the solicitation for the purpose of submission of the offeror's price proposal.

#### B.2.2 Additional Services

In addition to standard/regularly scheduled elevator inspection and testing in accordance with the Full Load Test due date as stated within the **GSA Region 7, Zone Master Schedule Pricing Sheet**, at the sole discretion of GSA, the Contractor shall provide Additional Services for additional elevator inspection and testing services in any the GSA, PBS, Region 7 facilities that are subject to this contract. The Additional Services elevator inspections and testing shall be conducted in the same manner as the standard, regularly-scheduled elevator inspections and testing.

**~~B.3 Contractor Staffing Declaration RESERVE~~**

**~~B.4 Wage Adjustment RESERVE~~**

**B.5 Addition/Removal of Building and/or Elevators**

GSA may add or remove buildings and/or elevators to be inspected from this contract at any time. For a building and/or elevators to be added to the contract, GSA will provide the building and/or elevators information to the Contractor and request a price proposal from the Contractor for the requested services in line with the current pricing. At this time, there is no anticipation to add or delete any additional building and/or elevators to this contract. However, if there are any buildings and/or elevators added, they will not exceed **20%** of the total contract dollar value, including options.

**~~B.6 Addition/Reduction of Staffing RESERVED~~**

**~~B.7 Secondary Area of Performance RESERVE~~**

## **SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **SECTION C1 GENERAL INFORMATION**

#### **C.1 General**

This is a Performance Based Work Statement (PBWS) for Elevator Inspection and Testing Services defined under the scope of this contract. This PBWS describes the minimum requirements of the U.S. General Services Administration (GSA) and acceptable outcomes to be performed by the Contractor. All, or part of, the successful Offeror's Technical Proposal shall be incorporated into the contract.

General Services Administration (GSA), Public Buildings Service (PBS) is a national US government agency organized into 11 geographic regional areas. This contract pertains to the Code required semi-annual, annual and 5 year load tests and their respective inspections for elevators throughout the PBS Greater Southwest Region 7. Region 7 encompasses the states of Texas, Louisiana, Oklahoma, Arkansas, and New Mexico. There are approximately 350 elevators that are located in approximately 83 Federal Buildings throughout the Region.

#### **C.2 Work by Others**

The Government reserves the right to undertake by another contract and contractor, by Government employees, or by other means, the same type or similar work as contracted for herein and to do so shall not be a violation of the terms of this contract nor be considered as a termination in whole or in part of work contracted for hereunder.

#### **C.3 Scope of Work**

General Services Administration (GSA), Public Buildings Service (PBS) requires contractor support to provide elevator inspection and testing services throughout the five state area of the Greater Southwest Region 7 (Texas, Louisiana, Oklahoma, Arkansas, and New Mexico).

#### **C.4 Task Description**

The Contractor shall perform a **complete “GSA Maintenance Contract Compliance Inspection” and “Code Compliance Inspection”** including semi-annual inspections, annual inspections and 5-year full load full speed test/inspections on each elevator covered within this contract (approximately 350 elevators that are located in approximately 82 Federal Buildings throughout the Region). Test weights for 5 year safety tests shall be provided by the elevator maintenance contractor. The Offeror shall act as the “Government's Representative” when witnessing the required inspections/tests, and use its experience, expertise and professional judgment to try to insure against any unnecessary equipment damage prior to the accomplishment of the inspections/tests. The inspection contractor shall provide all management, supervision,

labor, QEI inspection equipment, reports and travel necessary to complete the specified semi-annual and annual inspections/tests and periodic testing as identified in **GSA Region 7, Zone Master Schedule Pricing Sheet (Attachment 1)**. All locations are within the five state area of the Greater Southwest Region as specified within the **GSA Region 7, Zone Master Schedule Pricing Sheet (Attachment 1)**. The inspections and tests shall include but are not limited to the following systems, equipment and components:

- All maintenance practices, cleanliness and maintenance compliance
- Hoistway and car doors, hangers, guides and operating devices
- Hoisting machines, sheaves, and brakes
- Motors and motor generator sets
- Hoisting, governor, safety, compensation and operating cables
- Controllers (including contacts, switches, etc.)
- Signal systems, controls, and traveling cables
- Governors, safeties, interlocks, and contacts
- Guide rails and oiling devices
- Terminal, slowdown and leveling devices
- Elevator cars, counterweights, and buffers
- Machine rooms, hoistways and pits
- Automatic and manual emergency fire services (Phase I & Phase II)
- Emergency Power Operations
- Pit Flood Monitoring Device (if applicable)

**C.4.1 Reference Criteria** – Inspections and tests shall conform to the requirements, industry practices/procedures and regulations contained in the most recent edition of the following guides:

- ASME A17.1, Safety Code for Elevators and Escalators with published supplements.
  -
- ASME A17.2, Inspector's Manual for Elevators and Escalators with published supplements.
- 
- ASME A120.1, Safety Requirements for Powered Platforms for Exterior Building Maintenance

**C.4.2 Schedule of Work** – Work shall consist of inspection services and tests as specified in this section and shall cover, at the minimum, the following:

- Inspect maintenance practices, including pictures for non-compliance with the Multi-Regional Elevator Maintenance and Repair Contract and report the condition for each item in **Section 5**.

- Perform semi-annual inspections and monitor all tests as required in referenced criteria.
- Perform annual inspections and monitor all tests as required in referenced criteria.
- Monitor/Witness all five-year full-load, full-speed safety tests, governor and buffer tests as required and referenced to in the most current edition of the ASME A-17.1. All inspection and test intervals shall be taken from Table N-1.
- Perform any other tests and monitor/witness all tests by elevator mechanics.

#### **C.4.3 Scheduling of Work**

It will be necessary to coordinate all inspections or tests with the Contracting Officer's Representative (COR) to facilitate effective use of time in conjunction with the elevator maintenance contractor or mechanic; this is especially applicable for the 5-year governor, safety and buffer tests. The COR shall be notified in writing **no less than ten business days** before scheduled inspections.

All work shall be performed during regular working hours of the regular working week of the industry. Exceptions to this may be the testing and inspection of the firefighter's service operation, and the testing of the emergency control systems. **These exceptions, when scheduled after regular working hours will require the prior approval of the COR and shall be performed as part of this contract at no additional cost to the Government.**

Coordination with the elevator maintenance contractor shall be scheduled by the Offeror performing under this contract with communication to the COR on ALL scheduling so the COR may monitor and confirm the scheduling process. The Offeror shall not proceed to the inspection site until coordination of an agreed date and time has been verified.

If the contract schedule is not met, or any operation is omitted when scheduled for performance, the Offeror will be notified of this failure or omission and he will be requested by the Contracting Officer (CO) to perform the omitted service. If the Offeror does not comply with the request within such time as the CO deems to be reasonable, employees of the Government or other contractors may complete the work. The cost thereof will be deducted from any money due the Offeror under the Contract.

#### **C.4.4 Inspections**

Inspections shall include an inspection of maintenance practices and cleanliness. A copy of the Multi-Regional Elevator Maintenance and Repair scope of work shall be made available after award for use to check for compliance. Include with inspection reports any pictures as necessary for proof of deficient maintenance/repair practices.

It is the responsibility of the Offeror to determine that the equipment is in a safe operating condition, that it has not been altered except in conformity to the applicable

codes or regulations, and that it performs in accordance with test requirements. Inspections shall be made in accordance with the current ASME A17 Codes as applicable.

**NOTE:** No elevator will be taken out of service during rush hours for the purpose of routine maintenance inspections or tests unless it has been determined that the removal of the car from service will not affect the overall service. If, in an unavoidable event, a car must be taken from service, approval must first be obtained from the Service Center Manager.

#### **C.4.5 Periodic Safety Tests**

The required test tags (which shall indicate name of the company performing the test, type of test, and date of test) shall be attached to each device tested. Verification that this information is attached to each device tested is considered a requirement of this contract. It shall be noted during inspections for safety and included on the report of inspections and tests.

All full load safety tests shall be performed in accordance with ASME A17.1 Code; where applicable, including rated load and speed tests. Inspections and tests of hydraulic elevators shall be performed in accordance with the ASME A17.1 Code, where applicable.

#### **C.4.6 Annual Safety Tests**

The Offeror shall witness annual tests of fire and emergency control systems, safety mechanisms, devices, controls, equipment and systems relevant to the units. Offeror shall test the operation of elevators under emergency conditions and shall test the emergency power where applicable. The Offeror shall act as government agent and supervise the safety tests under the guidelines and procedures contained within ASME A17.1, A17.2 Codes, all applicable parts.

(a) Annual no-load safety tests of elevators, dumbwaiters and powered platforms shall be made in accordance with the ASME A17.1 Code, as applicable. Surface damage to the steel guide rails as a result of tests shall be corrected by the maintenance contractor by hand filing after each test and verified complete as part of the work under this contract.

(b) If the governor seal has been broken, damaged or removed, the Inspection Contractor shall witness the testing of the governors including checking the governor switch and tripping speed settings with a tachometer by disconnecting the governor cable from the sheave and spinning the governor by mechanical means. All governors shall be reset where necessary to meet the requirements of ASME A17.1 Code. The governor shall be sealed and metal tagged in accordance with ASME A17.1 Code, with name of the company making the test, the date of the test, and the set tripping speeds.

Hydraulic inspections shall comply with Part VIII of the A17.1 Code, and Part II of the Inspector's Manual.

#### **C.4.7 Unsafe Equipment**

If the equipment fails to meet the requirements, the inspector shall note the failure on the inspection report and not issue a new inspection certificate. If a condition exists which may cause an accident or serious mechanical failure, the inspector shall shut down the equipment and "lock out/tag out" the equipment. The inspector shall immediately notify the Service Center Manager, the Property Manager, or their designated official and the COR of the action taken. Service may not be resumed until the deficiencies have been corrected and a Qualified Elevator Inspector (QEI) has made an inspection of the equipment and the certificate reissued.

#### **C.4.8 Emergency Conditions**

Any condition found which may jeopardize the safety of the passengers, the public or the equipment itself shall be verbally reported to the GSA Property Manager and the COR immediately. Within 24 hours a written report with a complete description of the condition shall be submitted in writing to the GSA Property Manager & COR. The report shall clearly list the emergency condition found, the corrective action recommended and the time required for the corrective action recommended.

#### **C.4.9 Certificate of Inspection**

Upon completion of inspection, if the unit meets the safety requirements and there are no serious maintenance deficiencies, the inspector shall ensure the appropriate signatures and dates are entered on the **Certificate of Elevator Inspection (GSA Form 55) (Attachment 2)**. The **Certificates of Elevator Inspection** are to be kept in the Inspection Contractor's office files and furnished to the GSA Service Center office whenever requested. Certificates for units other than elevators are to be kept and handled in the same manner.

When all spaces are filled or if the certificate becomes soiled or unsightly, it should be replaced.

#### **C.4.10 Additional Services**

See Section H.6.

### **C.5 Inspection and Test Reports**

Upon completion of each inspection, the inspector shall complete an **Elevator Inspection Report (Attachment 3)** for each unit. The Offeror will be provided with an electronic copy of the form in Microsoft Excel format along with instructions for processing (**Also Attachment 3**) of the form. Each unit report shall identify any violations/deficiencies by the elevator maintenance contractor in Section II-A of the form and each violation/deficiencies by GSA inserted into Section II-B of the report.

References are to be cited for each non-standard item noted. Within ten (10) business days after the performance of the inspection, the Inspection Contractor shall submit reports as follows:

One electronic copy (each) e-mailed to the Service Center Manager or his representative, the elevator maintenance contractor and/or the GSA Elevator Safety Inspector (COR), at the below contact information:

General Services Administration  
Property Management Services  
Jim Harris (7PMC)  
819 Taylor Street, Room 12A01  
Fort Worth, TX 76102  
[james.k.harris@gsa.gov](mailto:james.k.harris@gsa.gov)  
Phone: (720) 800-3453

The Inspection Contractor shall maintain a complete file of inspection reports and inspection certificates at his office for a minimum of five (5) years. If the above Point of Contact changes, the Inspection Contractor will be notified via an email.

## **C.6 WORKMANSHIP**

All inspections, workmanship, or equipment shall be subject to re-inspection, examination, and test by Government inspectors at any and all times during the course of the work and at any and all places where such work is being carried on. The Government shall have the right to reject defective inspections or reports. Rejected items shall be satisfactorily corrected and/or replaced without additional expense to the Government.

## **C.7 DEFINITIONS**

**C.7.1 Imminent Danger** – Description of condition for a unit, which, in the professional judgment of a qualified inspector, poses a threat of accident or failure in such a manner that could cause death or serious injury to persons or sizable damage to property.

**NOTE:** If an “imminent danger” condition exists or the equipment is unsafe, circumstances must be reviewed by the Service Center Manager. The unit shall not be placed back in service until written certification is provided to that Manager assuring that the unit is safe for operation.

**C.7.2 Unit** - Any individual type of vertical transportation equipment such as passenger, service or freight elevators, escalators, lifts, dumbwaiters, window washers, and wall gliders.

**C.7.3 Elevator Maintenance Personnel/Contractor** - A GSA representative or other GSA-contracted entity performing elevator maintenance service.

## **C.8. INSPECTORS**

Critical to performance of this Scope of Work (SOW) are the positions identified as inspectors or inspection personnel and the experience of the people in those positions. The proposed inspection personnel will reflect and understand the different skill sets necessary as well as the different functions to be performed.

ASME A17.1, Sections 8.10.1.1 and 8.11.1.1, requires inspectors and inspection supervisors to be certified by an organization accredited by ASME in accordance with the requirements contained in the most recent edition of the ASME QEI "Standard for the Qualification of Elevator Inspectors".

The Offeror shall identify and provide resumes and copies of required QEI Certificates of those personnel in inspector positions. New copies of "Re-Certified" QEI Certificates shall be provided annually, after the recertification of the credential, to the CO & COR for verification of QEI-1 requirements.

## **C.9. Personnel Changes/Additions**

Should it become necessary to replace or add inspection personnel, the Inspection Contractor shall submit to the Contracting Officer (CO), the resume and copies of required certificates. No changes shall be made until written approval is granted by the CO or COR. No increase in the cost of this contract will be allowed when such addition or change of personnel is authorized.

## **C.10 Standards of Conduct**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to its employees, as necessary. The Contractor is responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee must adhere to standards of behavior that reflect favorably on his or her employer and the Federal Government. Smoking is only allowed in designated areas on the property and no smoking is allowed within the Facility.

## **C.11 Personal Identity Verification Requirements**

The Contractor shall comply with agency personal identity verification procedures that implement Homeland Security Presidential Directive-12 (HSPD-12) as required by the clause of this FAR 52.204-9 and all other security and clearance requirements provided herein and by the Contracting Officer (CO).

### **C.11.1 Credentials and Identification**

Contractor personnel with credentials shall be required to comply with all access

security screening procedures applicable to Government or other personnel possessing similar credentials, or as determined by the building practices as defined by the Facility Security Committee. All Contractor personnel possessing credentials (PIV or otherwise) shall visibly display their credentials at all times while in the building(s) where work is being performed.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the CO or designee whenever its employees leave the Contract (i.e., when the Contract has been completed, employees leave the company, employees are dismissed or terminated or the Government determines that the employee is to be removed from the contract). Whenever employee badges are lost the contractor must immediately file a "lost PIV" incident report with the Department of Homeland Security (DHS), Federal Protective Service (FPS) and provide a copy of the incident report (including incident number) to the CO or designee. The Contractor shall be responsible for paying the Government for replacement credentials at the current cost per badge.

The Government will withhold final payment until such time as all employee badges (PIV or otherwise) have been collected and returned to the COR. Any badges not returned as an employee leaves, or at contract conclusion shall be accompanied by a DHS FPS incident report for each badge and a fee of \$100 per badge not returned shall be deducted from the contract payment amount.

## **C.12 CONTACTS**

Management of this contract will be performed by the following Government personnel. If the following CO or COR changes during the term of this contract, the Inspection Contractor will be notified via email.

### **GSA PBS Greater Southwest Region 7 Contracting Officer (CO)**

Contracting Officer  
Matthew Phillips  
819 Taylor Street, 7PQB  
Room 12B01  
Fort Worth, TX 76102  
(817) 528-7801  
[matthew.phillips@gsa.gov](mailto:matthew.phillips@gsa.gov)

### **GSA PBS Greater Southwest Region 7 Contracting Officer's Technical Representative (COR)**

(Authorities are limited to delegation by CO)

Elevator Safety Inspector  
General Services Administration  
Property Management Services  
Jim Harris (7PMB)

819 Taylor Street, Room 12A01  
Fort Worth, TX 76102  
[james.k.harris@gsa.gov](mailto:james.k.harris@gsa.gov)  
Phone: (720) 800-3453

## SECTION D: PACKAGING AND MARKING

### **D.1 Payment of Postage and Fees**

All postage and fees related to submitting information including forms, reports, etc., to the CO or the COR shall be paid by the Contractor.

### **D.2 Marking**

All information submitted to the CO or COR shall clearly indicate the number of the contract for which the information is being submitted.

## SECTION E: INSPECTION AND ACCEPTANCE

### E.1 Failure to Perform

If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. If the work remains deficient, the Contracting Officer may have the work accomplished by other means and deduct the cost thereof from the monthly payment as defined in Section G.

If the Contractor fails to promptly perform the services in conformity with the contract requirements or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

- By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- Terminate the contract for convenience or cancel the contract.

If the Contractor fails to properly operate and/or maintain equipment and/or systems or make repairs which results in damage to the building(s), equipment or systems the Contractor shall be held liable for all costs, including administrative costs, incurred by the Government to repair damage to the building, equipment, or systems.

If the Contractor fails to respond immediately or within one (1) hour to an Emergency Call-Back Service and/or fails to provide the required service, the Contractor shall be held liable for all costs, including administrative costs, incurred by the Government to repair damage to the building, equipment, or systems and all costs associated with responding to the emergency.

### E.2 Additional Requirements for Inspection of Services

Government inspections and tests are for the sole benefit of the Government and do not--Relieve the Contractor of responsibility for providing adequate quality control measures; Relieve the contractor of responsibility for damage or loss of the material before acceptance; Constitute or imply acceptance; or Affect the continuing rights of the Government after acceptance of the completed work under paragraph (D) below.

The presence or absence of a Government inspector does not relieve the contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the CO's written authorization.

The contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government

consents to accept the work with an appropriate adjustment in the contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the CO determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, or the Government's rights under any warranty or guarantee.

The Government may charge the Contractor any additional cost of inspection or test when work is not ready at the time specified by the contractor for inspection or test or when prior rejection makes reinspection or re-test necessary.

### **E.3. FAR Clauses incorporated by full text.**

#### **FAR 52.246-4, INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)**

- (a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of Clause)

## SECTION F: DELIVERIES OR PERFORMANCE

### **F.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. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>

FAR 52.242-15 Stop Work Order (Aug 1989)

FAR 52.242-17 Government Delay of Work (Apr 1984)

### **F.2 Place of Performance**

The services to be provided by this contract shall be accomplished at the location(s) listed in Section C.

### **F.3 Term of Contract**

The term of this contract is from the contract start date through one year, with four, one-year options that may extend the period of performance for an additional 1 year for each option, if exercised for a total of 5 years.

### **F.4 Contract Deliverables**

#### **F.4.1 Elevator Inspection and Testing Services Contract Deliverables**

Deliverable	Reference	Deliverable Due	Point of Contact
Certificate of elevator Inspection (GSA Form 55)(Attachment 2)	C.4.9, Section J	Furnished upon request	CO, CO designee, or GSA Service Center
Elevator Inspection Report (Attachment 3)	C.5, Section J	Upon completion of each inspection	CO or designee.
Submission of resumes for Inspectors	C.8	The Contractor must submit resumes for all personnel prior to personnel beginning work. New copies of "Re-Certified" QEI Certificates shall be provided annually, after the	CO or designee.

		recertification of the credential, to the CO & COR for verification of QEI-1 requirements.	
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## SECTION G: CONTRACT ADMINISTRATION DATA

### G.1 Points of Contact for Contract Administration

In order to expedite administration of the contract, the Contractor will direct inquiries to the appropriate point of contacts.

- Contracting Officer, Matthew Phillips, [matthew.phillips@gsa.gov](mailto:matthew.phillips@gsa.gov), (817) 528-7801
- Contract Specialist, Feann Stephens, [feann.stephens@gsa.gov](mailto:feann.stephens@gsa.gov), (817) 229-7903
- Contracting Officer Representative, Jim Harris, Vertical Transportation Specialist, [james.k.harris@gsa.gov](mailto:james.k.harris@gsa.gov)

### G.2. Administrative Functions and Limitations

The Contracting Officer may delegate the day-to-day administrative duties under this contract to the Contract Specialist; however, the Contracting Officer has the overall responsibility for the administration of this contract. Only the Contracting Officer can amend, modify, or deviate from the contract terms, conditions, requirements, specifications, and/or delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and/or issue final decisions regarding contract questions or matters under dispute.

The Contracting Officer Representative (COR) will assist the Contracting Officer in certain delegated administrative duties under this contract. In accordance with Section E, the COR will accomplish inspection and acceptance of deliverables and monitor contractor performance under this contract. The COR does not have the authority to alter the Contractor's obligations or change the terms and conditions of the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work, a modification must be issued in writing and signed by the Contracting Officer. Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment.

### G.3. Payment (General)

The GSA Finance Division (7BCP), P.O. Box 17181, Fort Worth, TX 76102-0181, is responsible for payments under this contract.

Payment for any service rendered will be due in accordance with the Prompt Payment clause in Section I. In the event the contract begins or ends prior to the last day of month, payments will be prorated based on the number of workdays in the respective month.

#### **G.4 Submission of Invoices for Recurring Monthly Services**

Payment for recurring monthly services will be made on the basis of a monthly invoice, in arrears. Invoices must be submitted to GSA's Office of Finance, either through electronic invoicing or by mail. A courtesy copy shall be provided to the CO upon submission to the GSA Office of Finance. The preferred means of submitting invoices is by electronic invoicing through the GSA website. For further information regarding electronic invoicing, please contact the GSA Fort Worth Finance Center Customer Support Group at (817) 978-2408.

The mailing address for GSA's Office of Finance for invoices is:

General Services Administration  
Finance Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

#### **G.5 Temporary Work Stoppage/Suspension**

In the event of any Government closure or furlough, the contractor shall continue performance unless and until a Stop Work or Suspension of Work notification or other directions are issued by the Contracting Officer.

#### **G.6 Evaluating Contractor Performance**

Past performance information is relevant information, for future source selection purposes, regarding a contractor's actions under a previously awarded contract. It includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's record of forecasting and controlling costs, the contractor's adherence to contract schedules, including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, the contractor's reporting into databases, the contractor's record of integrity and business ethics, and generally, the contractor's business-like concern for the interest of the customer.

The General Services Administration (GSA), Public Buildings Service (PBS), will begin using the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process: <http://www.cpars.csd.disa.mil/>. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor.

GSA PBS will evaluate interim contractor performance on an annual basis and final contractor performance upon contract completion. Evaluations of contractor performance will be provided to the contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 days to submit comments, rebutting statements, or additional information. GSA PBS will provide for review at a level above the contracting officer to consider disagreements between the parties

regarding the evaluation. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, contractor response, and review comments, if any, shall be retained as part of the evaluation. These evaluations may be used to support future award decisions, and should therefore be marked "Source Selection Information."

The GSA PBS Contracting Officer will use the past performance point of contact listed on the contractor's Central Contractor Registration (CCR) profile as the default past performance POC. This is the person that will receive CPARS email alerts.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal Agencies to support future award decisions.

## **G.7 Deductions**

### **G.7.1 General**

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements in this contract. To this end, the Government is contracting for the complete performance of each task identified in the specifications, and deductions may therefore be made as stipulated in this Section. Deductions for work performed improperly may be made as though the work has not been performed. As it relates to this contract, the term "deduction" is being used to refer to any reduction in contract price (regardless of the methodology invoked to determine the monetary figure) that is being assessed due to performance related matters.

Deductions may be assessed for nonperformance, deficiencies in the performance of work, or failure to comply with any other contract requirements with the exception of non-submission of reports and failure to maintain and/or provide parts. The deduction amount may include the actual cost to the Government for having the work performed by other means and/or administrative costs if the government incurs administrative costs relating to the deduction. Administrative costs are those time and material costs incurred by Government personnel to correct or respond to the unsatisfactory event/performance. Deficient performance is just as undesirable as nonperformance, and the cost of correcting deficient performance may equal or exceed the cost of initial performance; thus, deduction criteria in this Section shall control in all cases, as distinguished from the Contractor's estimated cost to perform the work.

In the event that inadequate performance or nonperformance of a task occurs, the Government will make the determination to either:

1. Reduce or deduct funds from the monthly payment as stipulated in the Criteria for Deductions (paragraph G.7.14), or
2. Withhold payment until performance is acceptable, or
3. Have the work performed by other means.

Should the Government have the work performed by other means; a deduction will be taken in the amount of the actual cost to the Government for having the work performed by other means. A monetary reduction to the contract price for nonperformance of work under this contract, or for deficiencies in the performance of work, and administrative costs for time and material costs incurred by Government personnel to correct or respond to the unsatisfactory event, will be taken. Inadequate performance is just as undesirable as nonperformance, and the cost of correcting inadequate performance may equal or exceed the cost of initial performance. Therefore, the deduction criteria in this Section shall control in all cases, as distinguished from the Contractor's estimated cost to perform the work.

#### **G.7.2. Calculation of Deductions**

The deduction criteria in this Section will be used by the Government in determining monetary deductions for nonperformance of work under this contract or for deficiencies in the work performed, and supplements the FAR 52.249-8 Default (Fixed-Price Supply and Service) "Default" clause contained in this contract, but does not reduce or limit the Government's right thereunder.

#### **G.7.3 Determination of Deduction Amounts**

Inadequate performance is just as undesirable as nonperformance, and the cost of correcting inadequate performance may equal or exceed the cost of initial performance.

a. The deduction amount assessed will be determined based on, but not limited to the following:

- i.) actual costs incurred by the Government for having the work performed by other means;
- ii.) use of the Hourly Price as determined by the DOL Wage Determination or Union Agreement that applies to the personnel responsible for that task if no cost was incurred by the government for having the work performed by other means;
- iii.) administrative costs;
- iv.) failure to complete/conduct the work.

b. Contractor Hourly Rate Application – For determining deductions the Hourly Price as determined by the DOL Wage Determination or Union Agreement that applies to the personnel responsible for that task will be used. This rate will be applied against a multiplier. The multiplier used may be time (e.g. the number of hours that would have been required to perform the work or task found to be deficient) or number of occurrences (for smaller repetitive tasks). Both the basis and amount of the multiplier shall be determined by the government through the development of a government estimate at the time that the deduction is being proposed. When the basis of the multiplier used is hourly, the number of hours applied shall not be less than one hour.

c. Administrative Costs Application - For deductions related to administrative costs incurred by government personnel to correct or respond to the unsatisfactory event, the multiplier for the deduction amount will be the total number of government hours spent.

The rate for administrative costs will be the hourly government employee rate, GS-12, Step 5, as prescribed in the U.S. Office of Personnel Management (OPM) General Schedule (GS) Locality Pay Tables. The locality will be the city/county in which the event occurred and where work is being performed under the contract. The effective GS-12, Step 5 hourly rate will be multiplied by the total number of government hours spent to derive the administrative costs deduction amount. The hourly pay tables for all localities can be found on the OPM website at <http://www.opm.gov/oca/12tables/indexgs.asp>.

d. Total Deduction Amount – The total deduction amount may be calculated based on the actual cost to the Government for having the work performed by other means, using either the overtime rate application, the Hourly Price as determined by the DOL Wage Determination or Union Agreement that applies to the personnel responsible for that task, or a combination of these.

**~~G.7.4 Withholding Monies for Non-submission of Work Schedules~~ RESERVED**

**G.7.5 Withholding Monies for Non-submission of Reports**

If the contractor fails to prepare and/or submit acceptable reports as called for in Section C, DESCRIPTION/SPECIFICATION, within the required time frame, this may be construed to mean that the contract work has not been performed and the Government may withhold a payment retainage not to exceed 10% of each monthly invoice may be withheld until the required reports are satisfactorily completed and/or submitted to the COR. If reports are not submitted, and/or the time period has passed such that the reports can no longer be created, a deduction in contract price will be made.

**~~G.7.6 Withholding Monies for Failure to Maintain and/or Provide Parts~~ RESERVED**

**~~G.7.7 Deducting Monies for Failure to Respond to Service Calls~~ RESERVED**

**~~G.7.8 Deducting Monies for Suspension of Work~~ RESERVED**

**~~G.7.9 Deducting Monies for Failure to Provide On-site Visits~~ RESERVED**

**G.7.10 Deducting Monies for Failure to Respond to Requests for Additional Services**

The Contractor will be held liable for all costs, including administrative costs, incurred by the Government as a result of the Contractor's failure to respond to and/or provide additional services.

**~~G.7.11 Temporary Reduction of Space~~ RESERVED**

**~~G.7.12 Long Term Reduction OR Addition of Space~~ RESERVED**

**~~G.7.13 Restoration of Space~~ RESERVED**

### G.7.14 Criteria for Deductions

#### CRITERIA FOR DEDUCTIONS

Cause of Deduction	Calculation of Deduction
	<p><b>NOTE: Hourly rates will be determined by the current DOL Wage Determination or CBA Agreement that applies to the personnel responsible for that task. This rate could change per Option Period. Administrative costs will be based on GS-12, Step 5 wage scale applicable to the area of location.</b></p>
<p>1. Failure to make inspections or testing as outlined by the approved Quality Control Plan that accurately reflects the true conditions of the equipment.</p>	<p>1. The Contractor shall be liable for all costs associated with the Government re-inspection of deficiencies found by the Government. (Ref G.7.3) This applies to items that were to be inspected by the Contractor's Quality Control Plan.</p>
<p>2. Failure of the Contractor to submit required documentation, reports, plans, schedules, etc., within the specified time frame.</p>	<p>2. A payment retainage of a maximum of 10% of each monthly invoice may be withheld until required documentation, reports, plans, schedules, etc., are submitted to and approved by the COR. Reports and/or documentation that cannot be created after the fact will result in a contract price deduction of 10% of each monthly invoice.</p>
<p>3. Failure to return any or all badges (PIV or otherwise) as an employee leaves the contract, or at contract conclusion. (C.1.2.13)</p>	<p>3. Any badges not returned as an employee leaves, or at contract conclusion shall be accompanied by a DHS FPS incident report for each badge and a fee of \$100 per badge not returned shall be deducted from the contract payment amount.</p>

## **H. SPECIAL CONTRACT REQUIREMENTS GENERAL INFORMATION**

### **~~H.1 RESERVED~~**

#### **H.2 Compliance with Security Requirements**

The Contractor shall comply with all GSA and tenant Agency security requirements in the building(s) where work is being performed.

When a controlled personnel identification access system is used by a tenant Agency at a site where work is performed, the tenant Agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant Agency.

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

#### **H.3 Removal from Contract Work**

As provided in the clause entitled "Qualifications of Employees," the Contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable, or otherwise objectionable.

When the Government deems the employee's continued employment to be contrary to the public interest, inconsistent with the best interests of security, or when the employee is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population.

The CO may also request the Contractor to immediately remove any employee from the work site if it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons or who are found to be unfit for performing duties during their tour of duty.

Contractor employees who are removed from Contract work shall be required to leave the work site immediately.

The Contractor shall comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant Agency.
- Violation of Federal, State, or Local law.
- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
- Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time or refusing to render assistance, or to cooperate in upholding the integrity of the security program at the work site.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government.
- Theft, vandalism, immoral conduct, or any other criminal actions.
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects while in or on federally controlled property.
- Improper use of Government identification.
- Unauthorized use of communication equipment on Government property.
- Violation of security procedures or regulations.
- Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

The CO or their designee will make all determinations regarding the removal of any employee from the work site, except under certain conditions. When a CO or their

designee is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population, the CO or their designee will have the authority to immediately remove the Contract employee from the work site.

Law enforcement officers of the Department of Homeland Security/Immigration and Customs Enforcement/Federal Protective Service (DHS/ICE/FPS) will have the authority to immediately remove any Contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government or security or is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population. The CO or their designee will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The CO or their designee will make all official notifications to the Contractor. In the event of a dispute, the CO or their designee will make a final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing by the CO or designee.

The Contractor is responsible for providing replacement employees in cases where Contract employees are removed from working at the work site or on the Contract.

The Contractor is responsible for ensuring the collection of badges and any government issued property from all contract employees and their subcontractors.

#### **H.4 Escort Requirements**

Temporary contract employees who do not have favorable preliminary or final suitability determinations and need to work in non-public federally-controlled space must be escorted. In those cases, the Contractor shall comply with the security clearance procedures for Escort Only Contractors. All uncleared contract employees shall be escorted in non-public space by a Government employee or another responsible cleared contract employee who is approved by the CO or designee. Other Government agencies shall have specific agency security requirements for their own space that shall only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees who provide escorts for uncleared contract employees shall always be within eyesight of the uncleared contract employees. The Contract Government escort shall watch uncleared employees and remain with uncleared contract employees for the entire time they are in non-public federally controlled space. Any security violation of escort requirements by a cleared and approved contract employee shall result in the immediate removal from the Contract of all contract employees involved, *i.e.*, escorts and uncleared escorted contract employees. Also, violations of escort requirements by subcontract employees in accordance with security requirements shall be grounds for loss of facility access for those individuals or grounds for termination of Contract, or both.

Each facility may have more stringent rules guiding escorting procedures and workers without HSPD12 badges. Contractors must adhere to the rules approved by each Facility Security Committee.

Temporary contract employees who need to work in non-public federally-controlled space for 15 days or less within a 6 month period may be escorted (without a fitness determination), after prior review and approval by GSA security personnel. The Contractor shall comply with the security approval procedures for Escort Only Contractors, including submission of personal information for both the individual(s) being escorted and the person escorting them. Authorization to work under escort must be provided from GSA security personnel in writing prior to working.

After approval by the CO or designee and GSA security personnel, must be escorted in non-public space at all times by a federal employee, FPS security contractor, or a responsible GSA contractor who has received a favorable fitness determination and is in possession of a GSA issued PIV credential. -The Contractor shall consult with the GSA CO or designee to determine the number of personnel reasonably escorted by the same escort. It is suggested that 5-7 people per escort is typically manageable; however, consideration should be given to the type of project and proximity to escorted contractors. This information is current at time of award and may change depending on security clearance changes per the agency throughout the life of the contract.

#### **H.5 Sensitive But Unclassified (SBU) Building Information**

Dissemination of sensitive but unclassified paper and electronic building information shall be made on a need to know basis in accordance with GSA Order PBS P 3490.1, a copy of which will be made available upon request.

GSA Contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive But Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.

Contractors and prospective bidders with a need to know, that do not have HSPD-12 clearances and access rights to GSA IT systems, can be provided with SBU building information, drawings, etc., in accordance with GSA Order 3490.1A (Document Security for SBU information, which) provides for the dissemination of paper and electronic SBU building information for all Federally-controlled spaces (owned, leased, and delegated).

SBU information includes but is not limited to:

- Paper and/or electronic documentation of the physical facility information.
- Building designs (such as floor plans).
- Construction and renovation/alteration plans and specifications.
- Equipment plans and locations.
- Building operating plans.

- Information used for building service contracts and/or contract guard services.

For all GSA-controlled facilities, any other information considered a security risk, shall be considered covered under this category.

All SBU building information, either in electronic or paper formats, shall have specific imprinting on each page to designate it as Government property and indicate the prohibition of copying, dissemination, and distribution.

Contractors authorized to receive SBU information shall provide the following identification:

- A copy of a valid business license.
- Verification of a valid DUNS Number.
- A valid IRS Tax ID Number.
- A valid picture state driver's license.

Contractors shall sign a Document Security Notice when they receive the information.

Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.

Authorized contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.

All authorized contract users of SBU building information shall notify the GSA Disseminator in writing that they have properly disposed of the SBU building information/documents.

The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) pursuant to the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposals shall be kept with the permanent files.

## **H.6 Additional Services Indefinite Quantity Provisions**

### **H.6.1 General**

Additional Services may include any services related to elevator inspections and testing within covered facilities but not covered within basic (standard) services (i.e., not already a requirement of the Contract).

#### **H.6.2 Price Proposal for Additional Services**

**Only the CO may order additional services over \$2,500.00.** At the request of the CO or designee, the Contractor shall provide a price proposal to accomplish an additional services task within 48 hours of the request, unless otherwise stated by the Contracting Officer. The price proposal shall follow the pricing guidelines described in this document. Price proposals for additional services become firm fixed prices on acceptance and order by the Government. Although price negotiation and determination of price reasonableness is made on the basis of labor, materials, and subcontract costs following the pricing guidelines described in this document, the price accepted is not adjusted after completion of work to actual man-hours or actual materials cost.

#### **H.6.3 Pricing**

The Contractor's price proposal for an Additional Services task(s) shall follow the applicable pricing for each period of performance as established within the **GSA Region 7, Zone Master Schedule Pricing Sheet**.

#### **~~H.6.4 Parts and Materials~~ RESERVED**

#### **~~H.6.5 Labor~~ RESERVED**

#### **~~H.6.6 Subcontracts~~ RESERVED**

#### **~~H.6.7 Cost Documentation~~ RESERVED**

#### **~~H.6.8 Competitive Proposals~~ RESERVED**

#### **H.6.9 Method of Payment/Order Restrictions and Limits**

##### **H.6.9.1 Government Purchase Card**

The contractor shall establish the capability to accept credit card payments in the amount of **\$2,500** or less may be processed via Government Purchase Card (GPC) by GSA.

##### **H.6.9.2 Task Orders**

The CO will order work priced at more than **\$2,500**. Normally, the CO will issue a written Task Order (GSA Form 300). However, the CO may order services orally during an emergency situation. If the CO issues an order orally, the government will confirm in writing and follow up with a Task Order as soon as practicable.

No work shall be performed until such time as it has been ordered by the Government and notice to proceed has been issued. Work performed without an order or notice to proceed is performed at the risk of the contractor.

**~~H.7 RESERVED~~**

**~~H.8 RESERVED~~**

**H.9 Personal Protective Equipment (PPE)**

The Contractor shall adhere to 20 CFR 1910 and any other Federal, State and local laws and regulations to fully comply with this requirement.

**H.10 Performance of Minimum Levels of Work**

In accordance with 13 CFR 125.6, under the set-aside award conditions of this contract, the small business prime contractor (offeror) is required to perform at least 50% of the work under this contract. This limitation ensures that otherwise ineligible businesses don't use small or disadvantaged businesses merely as vehicles to access set-aside contracts. The offeror agrees it will not pay more than 50% of the amount paid by the government to firms that are not similarly situated. Any work that a similarly situated subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded.

## SECTION I: CONTRACT CLAUSES

**The following Federal Acquisition Regulation (FAR) clauses are hereby incorporated by reference.**

Clause	Title	Date
FAR 52.202-1	Definitions	JUN 2020
FAR 52.203-3	Gratuities	APR 1984
FAR 52.203-5	Covenant Against Contingent Fees	MAY 2014
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
FAR 52.203-7	Anti-Kickback Procedures	JUN 2020
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
FAR 52.204-2	Security Requirements	AUG 1996
FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011

FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
FAR 52.204-13	System for Award Management Maintenance	OCT 2018
FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
FAR 52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
FAR 52.215-1	Instructions to Offerors - Competitive Acquisition	JAN 2017
FAR 52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications	JUN 2020
FAR 52.215-12	Subcontractor Cost or Pricing Data	JUN 2020
FAR 52.215-13	Subcontractor Cost or Pricing Data-Modifications	JUN 2020
FAR 52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997

FAR 52.219-6	Notice of Total Small Business Set-Aside	NOV 2020
FAR 52.219-8	Utilization of Small Business Concerns	OCT 2018
FAR 52.219-14	Limitations on Subcontracting	SEP 2021
FAR 52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
FAR 52.222-1	Notice to the Government of Labor Disputes	FEB 1997
FAR 52.222-3	Convict Labor	JUN 2003
FAR 52.222-4	Contract Work Hours and Safety Standards —Overtime Compensation	MAR 2018
FAR 52.222-21	Prohibition of Segregated Facilities	APR 2015
FAR 52.222-26	Equal Opportunity	SEP 2016
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
FAR 52.222-35	Equal Opportunity for Veterans	JUN 2020
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
FAR 52.222-37	Employment Reports on Veterans	JUN 2020
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
FAR 52.222-41	Service Contract Labor Standards	AUG 2018
FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts)	AUG 2018
FAR 52.222-50	Combating Trafficking in Persons	OCT 2020
FAR 52.222-54	Employment Eligibility Verification	OCT 2015
FAR 52.222-55	Minimum Wages Under Executive Order 13658	NOV 2020
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017

FAR 52.223-5	Pollution Prevention & Right-To-Know Information	MAY 2011
FAR 52.223-5	Pollution Prevention & Right-To-Know Information--Alternate I	MAY 2011
FAR 52.223-6	Drug-Free Workplace	MAY 2001
FAR 52.223-10	Waste Reduction Program	MAY 2011
FAR 52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (Jun 2016)	JUN 2016
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
FAR 52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
FAR 52.227-1	Authorization and Consent	JUN 2020
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright	JUN 2020
FAR 52.228-5	Insurance—Work on a Government Installation	JAN 1997
FAR 52.229-3	Federal, State, and Local Taxes	FEB 2013
FAR 52.232-8	Discounts for Prompt Payment	FEB 2002
FAR 52.232-9	Limitation on Withholding of Payments	APR 1984
FAR 52.232-11	Extras	APR 1984
FAR 52.232-17	Interest	MAY 2014
FAR 52.232-23	Assignment of Claims	MAY 2014
FAR 52.232-25	Prompt Payment	JAN 2017
FAR 52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
FAR 52.232-36	Payment by Third Party	MAY 2014
FAR 52.232-37	Multiple Payment Arrangements	MAY 1999
FAR 52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
FAR 52.233-1	Disputes	MAY 2014
FAR 52.233-1	Disputes-Alternate I	DEC 1991
FAR 52.233-3	Protest after Award	AUG 1996
FAR 52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
FAR 52.242-13	Bankruptcy	JUL 1995
FAR 52.243-1	Changes—Fixed Price	AUG 1987
FAR 52.243-1	Changes—Fixed Price—Alternate I	APR 1984
FAR 52.244-2	Subcontracts	JUN 2020
FAR 52.246-4	Inspection of Services-Fixed-Price	AUG 1996
FAR 52.246-20	Warranty of Services	MAY 2001
FAR 52.246-25	Limitation of Liability—Services	FEB 1997
FAR 52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
FAR 52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
FAR 52.253-1	Computer Generated Forms	JAN 1991

**The following General Services Acquisition Manual (GSAM/GSAR) clauses and/or provisions are hereby incorporated by reference:**

Clause	Title	Date
GSAR 552.203-71	Restriction on Advertising	SEP 1999
GSAR 552.204-9	Personal Identity Verification Requirements	JUL 2020

GSAR 552.211-72	References to Specifications in Drawings	FEB 1996
GSAR 552.215-70	Examination of Records by GSA	JUL 2016
GSAR 552.217-71	Notice Regarding Option(s)	NOV 1992
GSAR 552.228-5	Government as Additional Insured	JAN 2016
GSAR 552.229-70	Federal, State, and Local Taxes	APR 1984
GSAR 552.232-1	Payments (Deviation FAR 52.232-1)	NOV 2009

GSAR 552.232-72	Final Payment Under Building Services Contracts	MAR 2012
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GSAR 552.232-77	Payment By Government Charge Card	NOV 2009
GSAR 552.237-71	Qualifications of Employees	MAY 1989
GSAR 552.243-71	Equitable Adjustments	MAR 2019
GSAR 552.252-6	Authorized Deviations in Clauses (Deviation FAR 52.252-6)	NOV 2021

**The following FAR clauses and/or provisions are hereby incorporated by full text:**

**FAR 52.204-1 -- Approval of Contract (Dec 1989)**

This contract is subject to the written approval of *the Contracting Officer* and shall not be binding until so approved.

(End of Clause)

**FAR 52.216-18 – Ordering (Aug 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the award through the last day of the award

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### **FAR 52.216-19 -- Order Limitations (Oct 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

- (1) Any order for a single item in excess of \$150,000.00;
- (2) Any order for a combination of items in excess of \$250,000.00; or
- (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **FAR 52.216-22 Indefinite Quantity (Oct 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The

Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the last date of contract.

(End of Clause)

**FAR 52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**FAR 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of which the Contracting Officer may exercise the option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of Clause)

**FAR 52.222-42 -- Statement of Equivalent Rates for Federal Hires (May 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

Vertical Transportation Specialist - General Schedule (GS) Grade 13/Step 1 - \$92,143.00\*

*\*OPM Salary Table 2021 Rest of the U.S.*

(End of Clause)

**FAR 52.228-5 Insurance-Work on a Government Installation. (Jan 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

**Note:** The following kinds and minimum amount of insurance are required and evidence of insurance is to be provided to the Contracting Officer prior to issuance of the Notice to Proceed:

a. Workers Compensation and Employer's Liability:

(1) The contractor is required to comply with applicable Federal and State Workers compensation and occupational disease statutes; however, notwithstanding the permissibility of deductibles under those statutes, worker's compensation shall be obtained without any deductibles. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least the following limits (and

without a deductible) shall be provided except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$100,000 each employee

(2) Even though the laws of a State might allow a Contractor to be a non-subscriber to worker's compensation, the Contractor is required to carry and maintain worker's compensation insurance (without any deductibles) and employer's liability insurance. If occupational diseases are not covered under the worker's compensation policy, it shall be covered under the employer's liability section of the insurance policy. Employers liability insurance coverage shall be as specified in the above paragraph.

b. General Liability Insurance:

General Liability insurance coverage written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury, and \$50,000 per occurrence for property damage. The deductible under such policy shall not be greater than (i) \$10,000 per person, or \$25,000 per occurrence for bodily injury, or (ii) \$2,000 for property damage.

c. Automobile Liability Insurance:

A minimum of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage provided for automobile liability insurance coverage written on the comprehensive form of policy, covering the operation of all automobiles used in connection with performing the contract is required. The deductibles under such policy shall not be greater than (i) \$10,000 per person, or \$25,000 per occurrence for bodily injury, or (ii) \$2,000 for property damage.

Note: If required, the Contractor agrees to insert the substance of this language in all subcontracts hereunder, if any.

(End of Clause)

**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. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far>.

(End of Clause)

## **SECTION J: LIST OF ATTACHMENTS (LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS)**

### **ATTACHMENTS**

- Attachment 1: **GSA Region 7, Zone Master Schedule Pricing Sheet**
- Attachment 2: Certificate of Elevator Inspection (GSA Form 55)
- Attachment 3: Elevator Inspection Report
- Attachment 4: Service Contract Act (SCA) Wage Determination(s)/Office of Personnel Management (OPM) Salary Tables 2021 (applicable to Region 7 locations)

### **EXHIBITS**

- Exhibit C1: RESERVED
- Exhibit C2: Quality Assurance Surveillance Plan (QASP)
- Exhibit C3: RESERVED

### **FIGURES**

- ~~Figure L-1: RESERVED~~
- Figure L-2: Past Performance Questionnaire
- Figure L-3: Contractor Experience Worksheet

**SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS**

**The following provisions or clauses are hereby incorporated by reference:**

<b>Provision or Clause</b>	<b>Date</b>
FAR 52.204-7 System for Award Management.	Oct 2018
FAR 52.204-16 Commercial and Government Entity Code Reporting.	Aug 2020

**52.204-8 Annual Representations and Certifications (Nov 2021)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **541350** (Building Inspections).

(2) The small business size standard is **\$8 Million**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 products or commercial services.
- (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)

### **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 proceeding 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 (FAPIIS) 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 FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

## **SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 FAR 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a Firm-Fixed Price for "Standard Services" with Indefinite Delivery Indefinite Quantity provisions resulting for "Above Standard Services" for this solicitation.

### **L.2 Service Classification and Size Standard**

This procurement is a Total Small Business (100%) Set-Aside in accordance with FAR Subpart 19.5. The services covered by this solicitation are classified as Building Inspection Services. The North American Industry Classification System (NAICS) Code is 541350. For purposes of this procurement, any concern will be classified as small business if its average annual receipts for the preceding three fiscal years do not exceed \$8.0 million.

#### **L.2.1 Performance of Minimum Levels of Work**

In accordance with FAR 52.219-14 and 13 CFR 125.6, under the set-aside award conditions of this contract, the small business prime contractor (offeror) is required to perform at least 50% of the work under this contract. This limitation ensures that otherwise ineligible businesses don't use small or disadvantaged businesses merely as vehicles to access set-aside contracts. The offeror agrees it will not pay more than 50% of the amount paid by the government to firms that are not similarly situated. Any work that a similarly situated subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded.

### **L.3 Discrepancy in the Specifications**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final and conclusive on the parties hereto subject only to appeal as provided in the "Disputes" clause of this contract. When there is any conflict between the various printed forms and other written terms, conditions, supplements, etc., the latter will govern.

### **L.4 Other Contractors**

The Government may undertake or award other contracts for the same or for additional work, and the Contractor shall fully coordinate with such other Contractors and Government employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by another Contractor, or by Government employees.

## **L.5 Government Forms**

The various Government forms mentioned in this solicitation may be obtained from the Contracting Officer's Representative.

## **L.6 FAR 52.253-1 Computer Generated Forms (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and *provided* the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

## **L.7 Pre-Proposal Conference:**

The Pre-Proposal Conference will be held electronically via Google Meeting Space at the times and dates as specified in the Important Dates section. It is estimated that the Pre-Proposal Conference will last 1 - 2 hours. **Each attendee MUST send an email to the Contract Specialist, Feann Stephens at feann.stephens@gsa.gov and provide email address(es) for all attendees in order to register for the meeting and receive the Google Meeting Space information** (the Contract Specialist will send you the meeting link and invitation prior to the meeting).

It is highly encouraged that all participants log into the meeting early enough to detect and resolve any technical issues at your office/location.

The purpose of the meeting is to provide a briefing of the scope of work, overview of the contract requirements, and to allow prospective offerors the opportunity to ascertain the complexities and the locations of the services to be performed, along with the general and local conditions which could materially affect conduct of operations and the costs involved. The Government considers attendance at this conference vital to the preparation of a competitive offer. It will enable the Contractor to become acquainted with the areas to be serviced, and to be aware of the specific problem areas which may require special attention or services. Failure to attend this meeting may not be used as an excuse for omissions or miscalculations in offers. It is emphasized that it is more advantageous for each offeror to have qualified representation at the Pre-Proposal conference.

While the meeting will provide an opportunity to discuss and clarify the solicitation provisions, nothing said or represented in the conference shall be deemed to modify the solicitation requirements unless followed by a written amendment.

#### **L.8 Reserved**

#### **L.9 Questions**

Offerors are strongly encouraged to submit questions relative to the solicitation document in advance of the Pre-proposal Conference so the Government representatives may prepare responses prior to the meeting. Additionally, attendees of the Pre-proposal Conference will be afforded the opportunity to ask questions prior to the conclusion of the conference.

**All questions not asked during the Pre-proposal Conference must be submitted in writing** to the Contract Specialist, Feann Stephens at [feann.stephens@gsa.gov](mailto:feann.stephens@gsa.gov) not later than the close of business by the due date specified under the Important Dates section. Questions received after the due date may be answered at the discretion of the Contracting Officer.

Questions and requests for clarifications must accompany and reference the Section Number, Page Number and Paragraph number. Duplicate questions will be consolidated for efficiency purposes.

#### **L.10 Instructions for Submitting Proposals**

##### **L.10.1 General**

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish requirements for the format and content of proposals so that proposals are complete, contain all essential information, and can be evaluated equitably. Offerors are cautioned that the use of any format other than the one described in this section could result in the evaluation panel's inability to give an "acceptable" rating. The proposal submission shall be clear, concise, and shall include sufficient detail to evaluate and substantiate the validity of stated claims. Offerors shall assume that the Government has no prior knowledge of the company's capability and experience.

Non-compliance may result in the offeror being ineligible for award. All proposal information is subject to verification by the Government. All information within the page limitations of the solicitation is subject to evaluation. Information that is contained in pages that exceed page limitations will not be evaluated. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.

Offerors are prohibited from modifying, in any way, shape, or form, any documents, printed or electronic, associated with this solicitation, including, but not limited to, the Statement of Work and any amendment(s) thereto.

The electronic solicitation documents, as posted on SAM.Gov (<https://sam.gov/SAM>) shall be the "official" documents for this solicitation. Any inconsistency between the official documents posted on SAM.Gov and the offeror's copy of these documents shall be resolved by giving precedence to the official documents posted on SAM.Gov. Additionally, any other documents provided to offerors by the Government via first class mail, express mail, electronic mail, or any other delivery method, shall be considered official documents, and shall not be altered.

#### **L.10.2 Submittal Instructions**

**Electronic Proposals** - Offerors are advised that **only electronic proposals** will be accepted and shall be sent and received to the GSA, Contracting Officer, Matthew Phillips at matthew.phillips@gsa.gov, prior to the time and date set for receipt of proposals. **Hand carried or in person submission will not be accepted.**

**The email subject line shall be titled, "Proposal Submission for Solicitation Number (47PH0222R0003)" The email documents must include original completed versions of spreadsheets provided in Section J in the format provided.**

- **Attachment 1: GSA Region 7, Zone Master Schedule Pricing Sheet (Price Proposal)**
- **Technical Proposal Management Plan**
- **Figure L-2: Past Performance Questionnaire (if needed)**
- **Figure L-3: Contractor Experience Worksheet**
- **Standard Form 33 (SF 33)\***
- **Standard Form 30 (Sf 30) (If amendments are issued)**
- **Complete and current record of SAM registration(s) (Include for each party within a Joint Venture, Partnership, or Other Teaming Agreements)**

\*The offeror may electronically sign (or sign and scan) and submit the Standard Form (SF) 33 with their proposal.

**Proposals received after the time and date specified shall be considered late proposals and are subject to the clause entitled Instruction to Offerors - Competitive Acquisition FAR 52.215-1(c)(3).**

Offers sent shall be deemed timely if received by the email address of the GSA Point of Contact (POC) listed herein on or before the date and time established for receipt of offers, as recorded by the Government computer system's documentation of the exact official time of receipt, not by the time it was sent by the Offeror or received on the GSA server. 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 not be accepted, reviewed, or considered.

NOTE: The maximum file size is 25 MB, therefore contractors/offerors need to plan accordingly.

**WARNING:** Consistent with GAO case law on the issue of “late proposal,” GSA will strictly comply with and enforce FAR 52.215-1. Under FAR 52.215-1, 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 the late offer would not unduly delay the acquisition; and (3) 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 here 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. See Reference FAR 52.215-1(c)(3)(ii)(A).

### **L.10.3 Proposal Preparation Costs**

This request does not commit the Government to pay any cost incurred in the submission of any proposal or in making necessary studies for the preparation thereof. 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.

### **L.11 Submission and Content of Proposals**

(a) Offerors shall submit the Technical Proposal and the Price Proposal, prepared in such format and detail as to enable the Government to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offer can meet the Government's requirements as set forth in this solicitation. The Technical Proposal and Price Proposal shall be submitted electronically in one email and must clearly state in the subject line **Proposal Submission for Solicitation Number (47PH0222R0003)**.

(b) Elaborate graphics, work samples, brochures, appendixes and illustrations are neither necessary nor desired. Legibility, completeness and adherence to format are essential.

(c) Failure to submit any of the following information, including any documents within each factor, may deem the offeror unacceptable for award.

The proposal submission will consist of two parts, the Technical Proposal and the Price Proposal as described in this section.

## **L.12 Technical Proposal Instructions**

Each Technical Proposal should be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the technical proposal be organized as specified below.

**NOTE: Failure to comply with any of the requirements identified in the Solicitation may render the offeror's quote unacceptable. If a quote is found unacceptable, the Government is not required to continue its evaluation of that offer.**

There are three factors that will be evaluated as part of the Technical Evaluation, they are listed below in descending order of importance:

- Factor 1: Management Plan
- Factor 2: Past Performance
- Factor 3: Experience

The details of each are as follows:

### **Factor 1: Management Plan**

**(a) Management Plan Narrative: There is a 20 page limitation (maximum) for the Management Plan Narrative.** The Government will only evaluate the contents of the first 20 pages if the offeror's Management Plans exceeds the 20 page limitation. This page limitation does not include the Quality Control Plan.

The Offeror's Management Plan narrative must demonstrate that all the services required by this solicitation will be satisfactorily performed. The Offeror shall explain in its Management Plan how it will continuously identify, mitigate, manage, and control risks. The Offeror must convey its ability to ensure successful performance.

**(b) Inspectors (Key Personnel):** The Offeror shall provide resumes to demonstrate that Inspectors and Inspection Supervisors are certified by an organization accredited by ASME in accordance with the requirements contained in the most recent edition of the ASME QEI "Standard for the Qualification of Elevator Inspectors" (Ref. Sec. C.8).

**(c) Quality Control Plan: There is a maximum 20 page limitation for the Quality Control Plan (QCP).** The Government will only evaluate the contents of the first 20 pages if the offeror's QCP exceeds the 20 page limitation. A complete Quality Control Plan (QCP) must be submitted with the initial offer. The Offeror's Quality Control Plan shall demonstrate how the Offeror will perform Quality Control, will conduct elevator inspections and testing, to include frequency of inspections, reports/deliverables, identify deficient

maintenance/repair practices, how Offeror will report, schedule, and perform corrective action on identified deficiencies and identify all personnel who will be performing inspections, and how management will allocate personnel.

## Factor 2: Past Performance

The offeror must submit past performance information on a minimum of **3 different projects within the last 5 years of the closing date of this solicitation** cumulatively demonstrating that the offeror has successfully performed contracts for similar services (“similar” as defined within the Experience requirements section of this solicitation). **The offeror is defined as the entity that is submitting the offer - and not its subcontractors.** The Offeror should outline their overall past performance by providing relevant information regarding the Offeror’s actions under previously awarded contracts. This includes, but is not limited to, the Offeror’s overall quality of performance, record of conforming to contract requirements and to standards of good workmanship; the offeror’s adherence to contract schedules, including the administrative aspects of performance; the responsiveness of management; the offeror’s history of reasonable and cooperative behavior and commitment to customer satisfaction, including the offer’s business-like concern for the interest of the customer; and the offeror’s overall performance on their contracts.

Past performance will be considered relevant if it meets all of the following criteria:

- (1) The project was for Elevator Inspections and Testing services in a commercial or government owned facility.
- (2) The contract or task order is/was in place for at least two consecutive years.
- (3) The project was completed **no more than five years from the closing date of this solicitation.**

In addition to those references provided directly by the offeror, the Contracting Officer may identify and analyze the past performance of the offeror on any other relevant contract they currently have or had of which the Contracting Officer has knowledge or obtains knowledge, including but not limited to projects listed in the Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS) or any other available Government database. Because of the wide variety of past performance history of individual offerors, the Government is not required to ensure that an equal number of references be obtained for each offeror (other than the minimum requirement of 3 as stated in this section).

**As a minimum, Past Performance information must be submitted on the projects that were submitted for evaluation under Experience.** The Past

Performance will be evaluated using the Past Performance Questionnaire using the directions below. The offeror may submit Past Performance information on additional projects for a maximum of 5 total Past Performance projects.

For offers from Joint Venture, Partnerships, and other teaming arrangements, projects shall be submitted from all firms listed in offeror's submittal for **L.14 Joint Ventures, Partnerships and other teaming arrangements**. Additionally, an offeror shall also submit a Past Performance record for a Joint Venture, Partnership or other teaming arrangements in which they were a party; and must clearly specify their role and contribution to the joint venture. A minimum of 1 Past Performance projects must be submitted from **each** member of the joint venture, partnerships and other teaming arrangements.

In accordance with FAR 15.305(a)(2)(iii), the evaluation will take into account Past Performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition, as long as it is properly identified.

For any contract that was terminated, or where there were severe performance problems, the offeror bears the burden to provide all relevant information regarding the facts and circumstances surrounding the default termination or performance problems. Absent adequate explanations regarding such termination(s), the Government shall presume that the termination(s) resulted from the contractor's failure to meet its contractual obligations. For performance issues, the offeror shall provide information regarding the steps taken by the offeror to correct the problem(s). This information should be listed as an attachment to the contract information sheet.

### **Past Performance Questionnaires**

The Offeror must submit a Past Performance Questionnaire on the 3 to 5 projects for which they submit past performance information. The "Past Performance Questionnaire" attached to this solicitation **must** be utilized for this purpose. **See the Attachment titled, "Past Performance Questionnaire" FIGURE L-2. If the projects being submitted have been evaluated in CPARS, the offeror will complete the CONTRACT IDENTIFICATION section of the questionnaire and submit with their proposal, no further action is required.**

Past Performance Questionnaires must be received by the Contracting Officer by the due date for receipt of proposals.

The Offeror shall **e-mail** the Past Performance Questionnaires to the Past Performance references and instruct the references to **e-mail** their responses directly to the GSA Contracting Officer, Matthew Phillips, at

matthew.phillips@gsa.gov by the proposal due date. Receipt of late Past Performance Questionnaires will not be considered. The offeror must submit a copy of the Past Performance questionnaire with the Contract Identification and Respondent Identification completed.

An optional e-mail instruction is provided below to assist in requesting this information from the references:

*We are preparing a Proposal for Elevator Inspections and Testing for General Services Administration, Public Buildings Service, Region 7 throughout the states of Texas, Arkansas, Louisiana, New Mexico, and Oklahoma. The solicitation requires submission of Past Performance Questionnaires. See attached Past Performance Questionnaire.*

*The following information is requested based on your prior experiences with the individual/firm. Please complete the questionnaire and email directly to the Contracting Officer to maintain the confidentiality of your responses. Your responses will be reviewed solely by a selection committee composed of associates of the General Services Administration.*

*In accordance with the solicitation instructions, the following Past Performance Questionnaire must be filled out and e-mailed to the Contracting Officer, Matthew Phillips at matthew.phillips@gsa.gov*

*If you have questions you may contact the following individual by telephone or e-mail at the following location.*

*General Services Administration (GSA)  
Public Building Service  
Attn: Matthew Phillips, Contracting Officer  
E-mail: matthew.phillips@gsa.gov  
Ph: 817-528-7801*

*Please ensure the Past Performance Questionnaire is received by the Contract Specialist on or before the proposal due date. The e-mail subject line should be marked "Past Performance Questionnaire – Solicitation 47PH0222R0003".*

### **Factor 3: Experience**

The Offeror must include sufficient information to identify and describe the experience and qualifications of the Offeror as it relates to the requirements of this solicitation. The offeror must submit a minimum of 3 separate projects within the last 5 years of the closing date of this solicitation that details experience that is similar to scope and magnitude of this requirement. The

**offeror is defined as the entity that is submitting the offer - and not its subcontractors.** The offeror must demonstrate experience providing contract services for the management, supervision, labor, materials, equipment and supplies in the services described in Section C that are similar in nature to the size, scope, and complexity of the services required by this solicitation. To be considered similar, the projects provided should cumulatively (of the minimum 3 projects) demonstrate areas of experience as outlined below and in the Figure L-3 Contractor Experience Worksheet.

**The offeror may submit Experience information on additional projects for a maximum of 5 total Experience projects.**

- Performed required services for buildings with multiple elevators with low, mid and high-rise facilities;
- Performed required services for multi-storied/multi-tenant facilities;
- Management and performance of elevator inspection services to include coordinating and scheduling over multiple geographic locations to include multiple cities and/or states having a minimum total of 50 locations and 200 elevators.

**The offeror must provide a completed Figure L-3: Experience Worksheet for each project submitted. No other format will be accepted. A blank Figure L-3 word document of this form is attached to the solicitation for your use. Below is a sample of the Figure L-3 solicitation attachment that shall be utilized by Offerors**

<p style="text-align: center;"><b>FIGURE L-3</b> <b>FACTOR 3: CONTRACTOR EXPERIENCE SHEET</b> <b>Solicitation: 47PH0222R0003 GSA PBS Region 7 Elevator Inspection and</b> <b>Testing Services</b></p>	
<b>Project #1:</b>	
Contractor Name:	<b>SAMPLE ONLY</b>
Contractor DUNS Number:	<b>SAMPLE ONLY</b>

Contract Number:	<b>SAMPLE ONLY</b>
Contractor Role: (Prime, Subcontractor, Joint Venture, etc.)	<b>SAMPLE ONLY</b>
Period of Performance (Dates of Performance):	<b>SAMPLE ONLY</b>
Name of Agency or Company (Customer/Respondent)	<b>SAMPLE ONLY</b>
Address, City and State of performance:	<b>SAMPLE ONLY</b>
Total Contract Value (including Options):	<b>SAMPLE ONLY</b>
For Government Contracts, is a CPARS completed for this project?	<b>SAMPLE ONLY</b>
Type of Space Serviced: (Commercial Office Bldg, Federal Courthouse, etc.)	<b>SAMPLE ONLY</b>
Percentage of work AND responsibilities on the subject contract completed by Offeror:	<b>SAMPLE ONLY</b>
Contract Type:	<b>SAMPLE ONLY</b>
Contract Requirements: Describe all services required under the contract and any special/unique contract requirements:	<b>SAMPLE ONLY</b>

<b>To be considered similar, the projects provided should cumulatively (of the minimum 3 projects) demonstrate the following three (3) factors.</b> For this project, indicate below whether the project contained each factor (Yes/No). For factors marked "yes", include sufficient information to identify and describe the experience and qualifications of the Offeror as it relates to the requirements of this solicitation:			
	Yes	No	For any marked "yes" provide experience details
Performed required services for buildings with multiple elevators with low, mid and high-rise facilities with multiple tenants.			Explain: <b>SAMPLE ONLY</b>
Performed required services for multi-storied/multi-tenant facilities.			Explain: <b>SAMPLE ONLY</b>
Management and performance of elevator inspection services to include coordinating and scheduling over multiple geographic locations to include multiple cities and/or states having a minimum total of 50 locations and 200 elevators			Explain: <b>SAMPLE ONLY</b>

For offers from Joint Venture, Partnerships, and other teaming arrangements, projects shall be submitted from any and all firms listed in offeror's submittal for **L.14 Joint Ventures (JV), Partnerships and other teaming arrangements.**

Additionally, an offeror shall also submit a project for a venture in which they were a member of a teaming arrangement, and must clearly specify their role and contribution to the project. A minimum of 1 of the minimum 3 Experience submissions must be submitted from each member of the joint venture, partnerships, and other teaming arrangements. A narrative must be included to state the actual work the firm performed if they performed as a JV, Partnership or other teaming arrangement.

#### **L.12.1 Technical Proposal Format**

Offerors shall submit their Technical Proposal using the following format:

The **technical proposal format MUST adhere to the same order, numbering, and format as Paragraph L.12 above** and each of the elements of each technical evaluation factor must be identified by the numbering and layout as identified in Section L.12.

Page size shall be 8.5 x 11 inches and shall be single-spaced and the font size shall be no less than eleven (11) point except for tables, charts, graphs and figures, which shall be no smaller than eight (8) point; text in "screen shot", intended for representation of the actual item, are exempt from font size requirements when there is accompanying text explaining them.

Tables, charts, graphs and figures may be used wherever practical to depict systems and layout, implementation schedules, and plans if necessary.

The electronic copy of the proposal shall be provided via email, using Adobe Reader (.pdf format) and Microsoft Excel 2007 or later version (.xlsx format) for the **GSA Region 7, Zone Master Schedule Pricing Sheet, Figure L-2: Past Performance Questionnaire and Figure L-3: Contractor Experience Worksheet**. All documents included in the email shall be labeled with the solicitation number, company name and date. Offerors shall ensure that all files are virus free. Nothing may be included in the email except the proposal files.

### **L.13 Price Proposal Instructions**

The Offeror shall submit their price proposal in the format specified herein.

The Offeror shall utilize the GSA Region 7 Zone Master Schedule Pricing Sheet (See Section J) and complete all cells shaded in yellow for each tab within the spreadsheet (periods of performance are located within separate tabs).

**Failure to propose pricing as specified below will result in a rejection of your offer based on non-responsiveness. No other pricing template will be considered.**

**Pricing must be submitted for a 5 year contract term.**

#### **L.13.1 SF 33 Offer and Acceptance**

Sign and date (Blocks 15, 17 and 18 of the SF 33) to constitute your acceptance of the terms and conditions of the solicitation.

The Government requires a minimum acceptance period of not less than **120 calendar days**. The offeror shall complete Block 12 of each SF 33 submitted with full cognizance of the minimum acceptance period established herein. "Acceptance Period" means the number of calendar days available to the Government for awarding a Contract from the date specified in this solicitation for receipt of your offer. Your offer may only specify a longer acceptance period than the Government's minimum requirement.

The offeror must fill out their address, phone number, and authorized representative to commit the offeror to contractual obligations (Block 15A, 15B, and 16 of the SF 33). The address must match the information in the SAM.gov database. The mailing address

listed in Block 15A will be the official mailing address used by the Government for letter correspondence.

If any amendments to the solicitation are issued, the offeror must acknowledge the amendment number and date in Block 14 of the SF 33.

### **System for Award Management**

The offeror must submit a complete and current record of your SAM registration which includes a current printed copy of the company's Annual Representations and Certifications at <https://SAM.GOV>.

### **L.14 Joint Ventures, Partnerships and other teaming arrangements.**

Offerors that are part of a Joint Venture, Partnership or other teaming arrangement must provide documentation supporting their arrangement to include the name, address, and point of contract for each participant. The documentation shall include a description of the roles and responsibilities of each participant to include the employer-employee relationship of key personnel.

### **L.15 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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: <https://www.acquisition.gov/far>

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.237-1	Site Visit	APR 1984

### **L.16 FAR 52.233-2 Service of Protest (SEP 2006)**

(a) Protests, as defined in section [33.101](#) 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:

General Services Administration (GSA)  
Public Buildings Service

819 Taylor Street  
Fort Worth, Texas 76102  
Attention: Matthew Phillips, Contracting Officer  
RFP#: 47PH02222D0003  
[matthew.phillips@gsa.gov](mailto:matthew.phillips@gsa.gov)

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

## SECTION M: EVALUATION FACTORS FOR AWARD

### M.1 Award

The Government will make an award to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the Government, technical factors and cost or price factors listed below considered. The solicitation specifies the Government's minimum requirements. Offerors are evaluated for award based upon the value of their proposal. **Proposals in whole or in part shall be incorporated into the Contract and are an integral portion of the Contract along with the other sections. Awards are made to the proposals reflecting the best value to the Government.**

The Government intends to make an award without negotiations/discussions of proposals. Therefore, Offerors are requested to submit proposals to the Government on the most favorable terms from a technical and price standpoint. The award of a firm-fixed price contract will result from this solicitation. If negotiations/discussions are necessary prior to award the negotiations/discussions will be accomplished as described below.

### M.2 Proposal Evaluations

- (a) A Source Selection Evaluation Board (SSEB) consisting of GSA professional personnel will convene to review and evaluate all technical proposals. These evaluations will be based on the Offeror's responses to the technical evaluation factors as stated in this solicitation. In addition to the offeror's proposal, the Government may utilize any relevant knowledge in its evaluation at its discretion.
- (b) Adequacy of Response. The proposal will be evaluated to determine whether the offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the solicitation.
- (c) Feasibility of Approach. The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.
- (d) **The Government hereby notifies offerors that taking exception to any term or condition of the solicitation (including submitting any alternate proposal that requires relaxation of a requirement) could make an offer unacceptable. The**

**Government may consider any exception to any term or condition of the solicitation to be a deficiency, as defined in FAR 15.001.**

### **M.3 Negotiations**

Following the initial submission and review of proposals, the Contracting Officer may conduct negotiations/discussions with all Offerors who are in the competitive range (unless award is made without negotiations). This means that all proposals will be initially evaluated considering technical factors and prices. Only those proposals that are most highly rated and have the best chance of being selected for award will be included in the competitive range; the other Offerors will be notified in writing that their proposals are not in the competitive range.

### **M.4 Basis for Award**

Award will be made to the responsible offeror whose proposal is determined to provide the best value to the Government. Trade-off analysis of price or technical factors will be used in the award determination. After evaluation of any final proposal revisions is completed, the Government will make an award to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the Government, price and technical factors listed below considered. **For this solicitation, all evaluation factors other than price, when combined, are significantly more important than price.** As proposals become more equal in their technical merit, the evaluation of price becomes more important. The Government shall not make award to any Offeror whose proposed prices are not considered to be fair and reasonable.

### **M.5 Technical Evaluation Factors**

The Government will use your technical proposal to evaluate your plan and ability for satisfactory accomplishment of the work. Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. Each Offeror must address each factor and discussion under each factor. Your technical proposal must provide sufficient information to show the Government you have the ability to manage and provide the services required by this solicitation.

#### **Weighted Factors**

A full description of the submittal requirements for each factor is outlined in **Section L**. The following weighted technical factors are listed in descending order of importance.

- Factor 1: Management Plan
- Factor 2: Past Performance
- Factor 3: Experience

#### Factor 1: Management Plan

This factor refers to the Offeror's technical approach for completing the work as specified in the solicitation with the submission of the Offeror's Management Plan

Narrative, Proposed Inspectors and Inspection Supervisors Resumes, Quality Control Plan, and the details as outlined in Section L.

- (a) Management Plan Narrative: The offeror will be evaluated on the areas and requirements identified for submission in Section L. The narrative will be evaluated for understanding and ability to complete the requirements of the solicitation.
- (b) Inspectors (Key Personnel): The offeror will be evaluated on the areas and requirements identified for submission in Section L. The resumes for proposed Inspectors and Inspection Supervisors will be evaluated for certification by an organization accredited by ASME.
- (c) Quality Control Plan: The offeror will be evaluated on the areas and requirements identified for submission in Section L. The narrative will be evaluated for understanding and ability to complete the requirements of the solicitation.

#### Factor 2: Past Performance

The Government will evaluate the offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the PWS. This includes, but is not limited to, the Offeror's overall quality of performance, record of conforming to contract requirements and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the responsiveness of management; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction, including the offer's business-like concern for the interest of the customer; and the offeror's overall performance on their contracts.

The Past Performance evaluation will take into account any past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that performed major or critical aspects of the requirement when such information is relevant. For offers from Joint Venture, Partnerships, and other teaming arrangements, past performance records of both firms will be considered.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. Note: A failure to be responsive to the Past Performance submittal requirements in section L does not deem past performance information "not available".

#### Factor 3: Experience

This factor evaluates the offeror's proposed Experience for the basic contract period and all option years. The evaluation will focus on the offeror's experience with projects that are similar in scope and magnitude of this requirement. The offeror will be evaluated on the areas and requirements identified for submission in Section L.

A minimum of three projects must cumulatively demonstrate the experience.

### **M.6 Price Evaluation**

The resulting award will be a Firm Fixed Price contract. Price reasonableness will be utilized in the valuation of the Firm-Fixed Price effort. The Government may use various price analysis techniques and procedures to evaluate price. Prices may be subject to negotiation. Offerors with low total evaluated price and high prices for required Services may be considered unbalanced pricing and may result in the offer being rejected.

Total evaluated price will be calculated by adding the total price for the base and option periods combined, including a maximum six (6) month extension in accordance with FAR 52.217-8 (See Section M.7), and in accordance with the **GSA Region 7, Zone Master Schedule Pricing Sheet** submitted by the offeror.

Prices for Additional Services will not be included in the total evaluated price. If Additional Services are ordered by GSA, a written task order against the base contract will be issued for the task(s). Task Order pricing for Additional Services shall be consistent with the pricing for the applicable period as established and awarded within the accepted **GSA Region 7, Zone Master Schedule Pricing Sheet. It is anticipated that the need for Additional Services will not be frequent (See Section B.2.2).**

**Pricing must be submitted for a 5 year and 6 month (66 months) contract term.**

NOTE: The awarded option price(s) may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. A price adjustment for supplies, materials, equipment and labor other than prevailing labor rate revisions will not be considered.

### **M.7 FAR 52.217-5 - Evaluation of Options (Jul 1990)**

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).

**Additionally, for the purposes of evaluation, the proposed price for elevator inspections and testing services for the Option Year IV period will be divided by two (2) and added to the total five-year proposed price in order to evaluate the total maximum allowable extension of six (6) months, in accordance with FAR 52.217-8 Option to Extend Services .FAR 52.217-8 maximum 6-month extension is priced within the "Total Pricing Summary" tab within the GSA Region 7, Zone Master Schedule Pricing Sheet. Should all options be exercised, and the maximum extension of six (6) months exercised, the total length of this contract shall not exceed five year and six months.**

## **M.8 Miscellaneous Documents**

This is not an evaluation factor. However, failure to submit completed, required documents may result in the offeror being considered non-responsive and eliminated from further consideration.