On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu driven database system. The internet address for GSA Advantage! is: www.gsaadvantage.gov

FACILITIES MAINTENANCE AND MANAGEMENT

Consolidated Schedule Group: Multiple Award Schedule

SIN # 561210FAC: Independent Elevator Inspections

Omni Elevator Company, Inc.
3722 Ashley Way
Owings Mills, MD 21117
Main Phone Number: (410) 363-4222
Fax Number: (410) 363-8842
Website: Contact Contractor Direct

Contract Number: GS-06F-0063N
Contract Period: August 14, 2018 – August 13, 2023

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at gsa.gov

Business Category: Small Business
CUSTOMER INFORMATION

1a. Awarded special item number: SIN# 561210FAC: Independent elevator inspections.

1b. Identification of the lowest priced model number and lowest unit price for that model for special item number awarded in the contract: See attached price list

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not applicable.

2. Maximum order: $1,000,000.00 or maximum allowed (561210FAC).

3. Minimum order: $100.00

4. Geographic coverage (delivery area): Continental United States

5. Point(s) of production (city, county, and State or foreign country): US

6. Discount from list prices or statement of net price: All prices listed below are net.

7. Quantity discounts: None

8. Prompt payment terms: Net 30 days

9. Foreign items (list items by country of origin): Not Applicable

10a. Time of delivery: 30 days after receipt of order

10b. Expedited Delivery: Schedule customer may contact Contractor for expedited delivery rates.

10c. Overnight and 2-day delivery: Schedule customer may contact Contractor for overnight and 2-day delivery rates.

10d. Urgent Requirements: Schedule customer may contact Contractor for urgent requirements.
CUSTOMER INFORMATION
(Continued)

11. F.O.B. point(s): Destination

12a. Ordering address(es):
Omni Elevator Company, Inc.
ATTN: Herlen E. Bess
3722 Ashley Way
Owings Mills, MD 21117

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address:
Omni Elevator Company, Inc.
3722 Ashley Way
Owings Mills, MD 21117

14. Warranty provision: Standard Commercial

15. Export packing charges, if applicable: Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable): Not Applicable

17. Terms and conditions of installation (if applicable): Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: Not Applicable

18b. Terms and conditions for any other services (if applicable): Not Applicable

19. List of service and distribution points (if applicable): Not Applicable

20. List of participating dealers (if applicable): Not Applicable

21. Preventive maintenance (if applicable): Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable
CUSTOMER INFORMATION
(Continued)

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.): Not Applicable
The EIT standards can be found at: www.Section508.gov.

23. Data Universal Number System (DUNS) number: 60-5166487

24. Notification regarding registration in System for Award Management (SAM).
GSA PRICE LIST

All work conforms to ASME 17.1, 17.2, 17.3, 17.6, and A118

All work is to be performed during normal working hours of the Elevator Constructor Trade: 8:00am to 4:30pm Monday through Friday (unless arranged in advance). Sundays and Holidays will be charged at two times the normal billing rate. Work performed Monday-Friday after 4:30pm will be charged one and a half times normal billing rate.

Inspections – (per unit)
SIN# 561210FAC

The Fee for the One-Year Periodic Inspection and Witnessing of Tests of elevator devices, which shall include a six-month routine inspection, shall be:

Traction and Winding Drum Elevators
- One to Ten Floors $187.70
- Over Ten Floors $225.24
- Hydraulic Elevators $168.93
- Roped Hydraulic Elevators $187.70
- Escalators, Moving Walks $300.32
- Dumbwaiters / Cart Lifts $75.08
- Stairway Chairlifts, Inclined/Vertical Wheelchair lifts, and Man Lifts $112.62

Additional Inspection Fees for Elevator Devices equipped with the following features:
- Oil Buffers (charge per oil buffer) $37.54
- Counterweight Governor and Safeties $75.08
- Auxiliary Power Generators $46.93
- Rope Gripper Test (ascending car-protection device/unintended car movement device) per elevator $80.00
- Re-inspection per elevator $125.00
- Life Safety Test per tested device (smoke detectors and heat sensors) $15.00
- Elevator Consulting (gathering of Performance Times) per elevator $60.00
- Testing of Emergency Standby Power per elevator $60.00
- American Disabilities Act Compliance and Code Verification per elevator $60.00
- Elevator/Escalator testing of Seismic (earthquake) Risk Zone 2 or Greater per elevator/escalator $80.00
- Escalator Step/Skirt Performance Index Testing per escalator $125.00
- Elevator wire rope tension testing per elevator $125.00
- Acceptance Test of newly installed and renovated vertical transportation units: $1,200.00
The Fee for the Five Year or Three-Year Full Load Inspection of elevator devices shall be as follows:

**Traction and Winding Drum Elevators**
- One to Ten Floors \( \$319.09 \)
- Over Ten Floors \( \$356.63 \)

**Hydraulic and Roped Hydraulic Elevators**
- Three-year inspection \( \$234.62 \)
- Five-year inspection \( \$140.77 \)
- Hydraulic Elevator Five (5) year Rupture Valve Test \( \$308.30 \)
- Hydraulic Elevator three (3) year Full Load Test \( \$308.30 \)

Included in each line item are the various Factored vertical transportation testing and applied entities as per Omni’s GSA FSS Scheduled Contract 541 001 Independent Elevator Inspection Services.

Allowable travel cost as per The Federal Acquisition Regulation (FAR) PART 31 Subpart 31.2 (Contracts with Commercial Organizations) Item 31.205-46 will be established at time of bidding.

**Providing Assistance in:**
- Inspection and testing to ensure the highest level of safety and product integrity
- Quality Assurance / Complex Systems Maintenance
- Elevator Recommendation and Installation
- Performance and Operational review of existing units
- Cab upgrades and modernization planning
- Traffic Analysis and specification recommendations / ADA Compliance

In the last ten years, technological advancements in the elevator / escalator industry have been staggering. The need for comprehensive inspections that effectively ensure the correct operation and maintenance of this "High Tech" equipment and provide for the safety of the riding public is vital. Therefore, the demands on the Elevator Owners have increased.

We provide personalized service within the boundaries of the ASME A17.1 Safety Codes for Elevators and Escalators. Our goal is to increase the knowledge level of elevator owners and assist them in attaining the highest level of service/reliability possible. We are your code experts, staying abreast of the latest code changes and baseline safety standards that change due to technological advances in equipment and controls.
At Omni Elevator Inspection Services, our inspectors have the qualifications and experience necessary to competently assess your vertical transportation problems and needs. We will work diligently to protect your interests and those of your guests by providing thorough inspections, training and operational insight. We also work closely with other affected trades to ensure continuity in all project management issues.

**Federal Acquisition Regulation (FAR) PART 31—CONTRACT COST PRINCIPLES AND PROCEDURES 31.205-46 Travel costs.**

31.205-46 Travel costs.
(a) Costs for transportation, lodging, meals, and incidental expenses.

(1) Costs incurred by contractor personnel on official company business are allowable, subject to the limitations contained in this subsection. Costs for transportation may be based on mileage rates, actual costs incurred, or on a combination thereof, provided the method used results in a reasonable charge. Costs for lodging, meals, and incidental expenses may be based on per diem, actual expenses, or a combination thereof, provided the method used results in a reasonable charge.

(2) Except as provided in paragraph (a)(3) of this subsection, costs incurred for lodging, meals, and incidental expenses (as defined in the regulations cited in (a)(2)(i) through (iii) of this paragraph) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the—

(i) Federal Travel Regulations, prescribed by the General Services Administration, for travel in the contiguous United States, available on a subscription basis from the—

Superintendent of Documents
U.S. Government Printing Office
Washington DC 20402
Stock No. 922-002-00000-2;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, and outlying areas of the United States, available on a subscription basis from the—

Superintendent of Documents
U.S. Government Printing Office
Washington DC 20402
Stock No. 908-010-00000-1; or

(iii) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(2)(i) and (ii) of this paragraph, available on a subscription basis from the—

Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402
(3) In special or unusual situations, actual costs in excess of the above-referenced maximum per diem rates are allowable provided that such amounts do not exceed the higher amounts authorized for Federal civilian employees as permitted in the regulations referenced in (a)(2)(i), (ii), or (iii) of this subsection. For such higher amounts to be allowable, all of the following conditions must be met:

(i) One of the conditions warranting approval of the actual expense method, as set forth in the regulations referenced in paragraphs (a)(2)(i), (ii), or (iii) of this subsection, must exist.

(ii) A written justification for use of the higher amounts must be approved by an officer of the contractor's organization or designee to ensure that the authority is properly administered and controlled to prevent abuse.

(iii) If it becomes necessary to exercise the authority to use the higher actual expense method repetitively or on a continuing basis in a particular area, the contractor must obtain advance approval from the contracting officer.

(iv) Documentation to support actual costs incurred shall be in accordance with the contractor's established practices, subject to paragraph (a)(7) of this subsection, and provided that a receipt is required for each expenditure of $75.00 or more. The approved justification required by paragraph (a)(3)(ii) and, if applicable, paragraph (a)(3)(iii) of this subsection must be retained.

(4) Paragraphs (a)(2) and (a)(3) of this subsection do not incorporate the regulations cited in subdivisions (a)(2)(i), (ii), and (iii) of this subsection in their entirety. Only the maximum per diem rates, the definitions of lodging, meals, and incidental expenses, and the regulatory coverage dealing with special or unusual situations are incorporated herein.

(5) An advance agreement (see 31.109) with respect to compliance with paragraphs (a)(2) and (a)(3) of this subsection may be useful and desirable.

(6) The maximum per diem rates referenced in paragraph (a)(2) of this subsection generally would not constitute a reasonable daily charge—

(i) When no lodging costs are incurred; and/or

(ii) On partial travel days (e.g., day of departure and return).

Appropriate downward adjustments from the maximum per diem rates would normally be required under these circumstances. While these adjustments need not be calculated in accordance with the Federal Travel Regulation or Joint Travel Regulations, they must result in a reasonable charge.

(7) Costs shall be allowable only if the following information is documented—

(i) Date and place (city, town, or other similar designation) of the expenses;

(ii) Purpose of the trip; and

(iii) Name of person on trip and that person’s title or relationship to the contractor.

(b) Airfare costs in excess of the lowest priced airfare available to the contractor during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not
reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

(c)(1) “Cost of travel by contractor-owned, -leased, or -chartered aircraft,” as used in this paragraph, includes the cost of lease, charter, operation (including personnel), maintenance, depreciation, insurance, and other related costs.

(2) The costs of travel by contractor-owned, -leased, or -chartered aircraft are limited to the allowable airfare described in paragraph (b) of this subsection for the flight destination unless travel by such aircraft is specifically required by contract specification, term, or condition, or a higher amount is approved by the contracting officer. A higher amount may be agreed to when one or more of the circumstances for justifying higher than allowable airfare listed in paragraph (b) of this subsection are applicable, or when an advance agreement under paragraph (c)(3) of this subsection has been executed. In all cases, travel by contractor-owned, -leased, or -chartered aircraft must be fully documented and justified. For each contractor-owned, -leased, or -chartered aircraft used for any business purpose which is charged or allocated, directly or indirectly, to a Government contract, the contractor must maintain and make available manifest/logs for all flights on such company aircraft. As a minimum, the manifest/log shall indicate—

(i) Date, time, and points of departure;
(ii) Destination, date, and time of arrival;
(iii) Name of each passenger and relationship to the contractor;
(iv) Authorization for trip; and
(v) Purpose of trip.

(3) Where an advance agreement is proposed (see 31.109), consideration may be given to the following:

(i) Whether scheduled commercial airlines or other suitable, less costly, travel facilities are available at reasonable times, with reasonable frequency, and serve the required destinations conveniently.
(ii) Whether increased flexibility in scheduling results in time savings and more effective use of personnel that would outweigh additional travel costs.

(d) Costs of contractor-owned or -leased automobiles, as used in this paragraph, include the costs of lease, operation (including personnel), maintenance, depreciation, insurance, etc. These costs are allowable, if reasonable, to the extent that the automobiles are used for company business. That portion of the cost of company-furnished automobiles that relates to personal use by employees (including transportation to and from work) is compensation for personal services and is unallowable as stated in 31.205-6(m)(2).

31.205-47 Costs related to legal and other proceedings.

(a) Definitions. As used in this subsection—

“Costs” include, but are not limited to, administrative and clerical expenses; the costs of legal services, whether performed by in-house or private counsel; the costs of the services of accountants, consultants, or others retained by the contractor to assist it; costs of employees, officers, and directors; and any similar costs incurred before,
during, and after commencement of a judicial or administrative proceeding which bears a direct relationship to the proceeding.

“Fraud” means—

(1) Acts of fraud or corruption or attempts to defraud the Government or to corrupt its agents;

(2) Acts which constitute a cause for debarment or suspension under 9.406-2(a) and 9.407-2(a); and


“Penalty” does not include restitution, reimbursement, or compensatory damages.

“Proceeding” includes an investigation.

(b) Costs incurred in connection with any proceeding brought by: a Federal, State, local, or foreign government for a violation of, or failure to comply with, law or regulation by the contractor (including its agents or employees) (41 U.S.C. 4310 and 10 U.S.C. 2324(k)); a contractor or subcontractor employee submitting a whistleblower complaint of reprisal in accordance with 41 U.S.C. 4712 or 10 U.S.C. 2409; or a third party in the name of the United States under the False Claims Act, 31 U.S.C. 3730, are unallowable if the result is—

(1) In a criminal proceeding, a conviction;

(2) In a civil or administrative proceeding, either a finding of contractor liability where the proceeding involves an allegation of fraud or similar misconduct; or imposition of a monetary penalty, or an order issued by the agency head to the contractor or subcontractor to take corrective action under 41 U.S.C. 4712 or 10 U.S.C. 2409, where the proceeding does not involve an allegation of fraud or similar misconduct;

(3) A final decision by an appropriate official of an executive agency to—

(i) Debar or suspend the contractor;

(ii) Rescind or void a contract; or

(iii) Terminate a contract for default by reason of a violation or failure to comply with a law or regulation.

(4) Disposition of the matter by consent or compromise if the proceeding could have led to any of the outcomes listed in paragraphs (b)(1) through (3) of this subsection (but see paragraphs (c) and (d) of this subsection); or

(5) Not covered by paragraphs (b)(1) through (4) of this subsection, but where the underlying alleged contractor misconduct was the same as that which led to a different proceeding whose costs are unallowable by reason of paragraphs (b)(1) through (4) of this subsection.

(c)(1) To the extent they are not otherwise unallowable, costs incurred in connection with any proceeding under paragraph (b) of this subsection commenced by the United States that is resolved by consent or compromise pursuant to an agreement entered into between the contractor and the United States, and which are unallowable solely because of paragraph (b) of this subsection, may be allowed to the extent specifically provided in such agreement.
(2)(i) In the event of a settlement of any proceeding brought by a third party under the False Claims Act in which the United States did not intervene, reasonable costs incurred by the contractor in connection with such a proceeding that are not otherwise unallowable by regulation or by separate agreement with the United States may be allowed if the contracting officer, in consultation with his or her legal advisor, determines that there was very little likelihood that the third party would have been successful on the merits.

(ii) In the event of disposition by consent or compromise of a proceeding brought by a whistleblower for alleged reprisal in accordance with 41 U.S.C. 4712 or 10 U.S.C. 2409, reasonable costs incurred by a contractor or subcontractor in connection with such a proceeding that are not otherwise unallowable by regulation or by agreement with the United States may be allowed if the contracting officer, in consultation with his or her legal advisor, determined that there was very little likelihood that the claimant would have been successful on the merits.

(d) To the extent that they are not otherwise unallowable, costs incurred in connection with any proceeding under paragraph (b) of this subsection commenced by a State, local, or foreign government may be allowable when the contracting officer (or other official specified in agency procedures) determines, that the costs were incurred either:

(1) As a direct result of a specific term or condition of a Federal contract; or

(2) As a result of compliance with specific written direction of the cognizant contracting officer.

(e) Costs incurred in connection with proceedings described in paragraph (b) of this subsection, but which are not made unallowable by that paragraph, may be allowable to the extent that:

(1) The costs are reasonable in relation to the activities required to deal with the proceeding and the underlying cause of action;

(2) The costs are not otherwise recovered from the Federal Government or a third party, either directly as a result of the proceeding or otherwise; and

(3) The percentage of costs allowed does not exceed the percentage determined to be appropriate considering the complexity of procurement litigation, generally accepted principles governing the award of legal fees in civil actions involving the United States as a party, and such other factors as may be appropriate. Such percentage shall not exceed 80 percent.

Agreements reached under paragraph (c) of this subsection shall be subject to this limitation. If, however, an agreement described in paragraph (c)(1) of this subsection explicitly states the amount of otherwise allowable incurred legal fees and limits the allowable recovery to 80 percent or less of the stated legal fees, no additional limitation need be applied. The amount of reimbursement allowed for legal costs in connection with any proceeding described in paragraph (c)(2) of this subsection shall be determined by the cognizant contracting officer, but shall not exceed 80 percent of otherwise allowable legal costs incurred.

(f) Costs not covered elsewhere in this subsection are unallowable if incurred in connection with:

(1) Defense against Federal Government claims or appeals or the prosecution of claims or appeals against the Federal Government (see 2.101).
(2) Organization, reorganization, (including mergers and acquisitions) or resisting mergers and acquisitions (see also 31.205-27).

(3) Defense of antitrust suits.

(4) Defense of suits brought by employees or ex-employees of the contractor under section 2 of the Major Fraud Act of 1988 where the contractor was found liable or settled.

(5) Costs of legal, accounting, and consultant services and directly associated costs incurred in connection with the defense or prosecution of lawsuits or appeals between contractors arising from either—

   (i) An agreement or contract concerning a teaming arrangement, a joint venture, or similar arrangement of shared interest; or

   (ii) Dual sourcing, coproduction, or similar programs, are unallowable, except when—

       (A) Incurred as a result of compliance with specific terms and conditions of the contract or written instructions from the contracting officer, or

       (B) When agreed to in writing by the contracting officer.

(6) Patent infringement litigation, unless otherwise provided for in the contract.

(7) Representation of, or assistance to, individuals, groups, or legal entities which the contractor is not legally bound to provide, arising from an action where the participant was convicted of violation of a law or regulation or was found liable in a civil or administrative proceeding.

(8) Protests of Federal Government solicitations or contract awards, or the defense against protests of such solicitations or contract awards, unless the costs of defending against a protest are incurred pursuant to a written request from the cognizant contracting officer.

(9) A Congressional investigation or inquiry into an issue that is the subject matter of a proceeding resulting in a disposition as described in (b)(1) through (5) of this section (see 10 U.S.C. 2324(e)(1)(Q)).

(g) Costs which may be unallowable under 31.205-47, including directly associated costs, shall be segregated and accounted for by the contractor separately. During the pendency of any proceeding covered by paragraph (b) and paragraphs (f)(4) and (f)(7) of this subsection, the contracting officer shall generally withhold payment of such costs. However, if in the best interests of the Government, the contracting officer may provide for conditional payment upon provision of adequate security, or other adequate assurance, and agreement by the contractor to repay all unallowable costs, plus interest, if the costs are subsequently determined to be unallowable.

31.205-48 Research and development costs.

“Research and development,” as used in this subsection, means the type of technical effort described in 31.205-18 but sponsored by a grant or required in the performance of a contract. When costs are incurred in excess of either the price of a contract or amount of a grant for research and development effort, the excess is unallowable under any other Government contract.

31.205-49 Goodwill.
Goodwill, an unidentifiable intangible asset, originates under the purchase method of accounting for a business combination when the price paid by the acquiring company exceeds the sum of the identifiable individual assets acquired less liabilities assumed, based upon their fair values. The excess is commonly referred to as goodwill. Goodwill may arise from the acquisition of a company as a whole or a portion thereof. Any costs for amortization, expensing, write-off, or write-down of goodwill (however represented) are unallowable.

31.205-50 [Reserved]

31.205-51 Costs of alcoholic beverages.

Costs of alcoholic beverages are unallowable.

31.205-52 Asset valuations resulting from business combinations.

(a) For tangible capital assets, when the purchase method of accounting for a business combination is used, whether or not the contract or subcontract is subject to CAS, the allowable depreciation and cost of money shall be based on the capitalized asset values measured and assigned in accordance with 48 CFR 9904.404-50(d), if allocable, reasonable, and not otherwise unallowable.

(b) For intangible capital assets, when the purchase method of accounting for a business combination is used, allowable amortization and cost of money shall be limited to the total of the amounts that would have been