SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages	
Maintenance and Repair Services of Emergency Elevators in Various D.C. Government Facilities	1	84

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCAM-2011-R-0149	[ ] Sealed Bid (IFB) [X] Sealed Proposals (RFP) [ ] Sole Source [ ] Human Care Agreements [ ] Emergency	June 8th, 2011	[ ] Open [ ] Set Aside [X] Open with Mandatory 35% SBE Sub-Contracting Set Aside (See Section H.9.1)

7. Issued By:	8. Address Offer to:
D.C. Department of Real Estate Services Contracting and Procurement Division 2000 14th Street, 5th Floor Washington, DC 20009	Office of Contracting and Procurement The Bid Room Counter 2000 14th Street, 3rd Floor Washington, DC 20009

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 2000 14th Street, 3rd Floor, Washington, DC 20009 until 2:00 P.M. (Hour) local time June 30, 2011 (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	Charmaine Callahan	202	671/2831		charmaine.callahan@dc.gov

11. Table of Contents

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone (Area Code) (Number) (Ext)	[ ] 15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

Government of the District of Columbia — Department of Real Estate Services

SECTION B: SUPPLIES OR SERVICES AND COST

B.1 The District of Columbia, Department of Real Estate Services, Contracting and Procurement Division (the "District") is seeking Contractor(s) to provide all labor, materials and equipment for maintenance and repair services for emergency elevators in various D.C. facilities listed in Section J.9.

The District intends to award multiple award resulting from this solicitation to the responsible Offeror(s) whose offer conforming to the solicitation will be most advantageous to the District. Offerors may submit an offer for one or all three (3) groups.

B.2 The District contemplates award of a Firm Fixed Price Contract(s) with Cost-Reimbursement Component.

B.2.1 FIXED PRICE

The contract shall be performed in accordance to the requirements outlined in Section C, Specifications/Work Statement. The Contractor shall be paid for preventive maintenance services on a monthly basis.

B.2.2 COST REIMBURSEMENT

The Contractor shall be reimbursed for costs incurred in performing authorized reimbursable repairs services in accordance to the hourly rates established in the Price Schedule.

B.2.3 An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by the law. For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

B.3. BASE YEAR – GROUP 1

CLIN NO. MONTHLY SERVICES

0001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

0002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

0003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

0004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

0004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

0004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

0004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

0004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Base Year –Group 1 = $ _____
(0001+0002+0003+0004A+0004B+0004C+0004D)

B.4. BASE YEAR – GROUP 2

CLIN NO. MONTHLY SERVICES

0001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

0002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

0003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

0004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

0004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

0004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

0004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

0004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Base Year –Group 2 = $ _____
(0001+0002+0003+0004A+0004B+0004C+0004D)

B.5 BASE YEAR – GROUP 3

CLIN NO. MONTHLY SERVICES

0001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

0002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

0003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

0004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

0004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

0004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

0004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

0004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Base Year- Group 3 = $ _____
(0001+0002+0003+0004A+0004B+0004C+0004D)

B.6 GROUP 1- OPTION YEAR 1

CLIN NO. MONTHLY SERVICES

1001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

1002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

1003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

1004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

1004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

1004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

1004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

1004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 1 – Option Year 1 = $ _____
(1001+1002+1003+1004A+1004B+1004C+1004D)

B.7 GROUP 1- OPTION YEAR 2

CLIN NO. MONTHLY SERVICES

2001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

2002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

2003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

2004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

2004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

2004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

2004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

2004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 1- Option Year 2 = $ _____
(2001+2002+2003+2004A+2004B+2004C+2004D)

B.8 GROUP 1 - OPTION YEAR 3

CLIN NO. MONTHLY SERVICES

3001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

3002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

3003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

3004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

3004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

3004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

3004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

3004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 1: Option Year 3 = $ _____
(3001+3002+3003+3004A+3004B+3004C+3004D)

B.9 GROUP 1 – OPTION YEAR 4

CLIN NO. MONTHLY SERVICES

4001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

4002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

4003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

4004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

4004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

4004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

4004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

4004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 1 : Option Year 4 = $ _____
(4001+4002+4003+4004A+4004B+4004C+4004D)

B.10 GROUP 2- OPTION YEAR 1

CLIN NO. MONTHLY SERVICES

1001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

1002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

1003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

1004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

1004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

1004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

1004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

1004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 2 – Option Year 1 = $ _____
(1001+1002+1003+1004A+1004B+1004C+1004D)

B.11 GROUP 2- OPTION YEAR 2

CLIN NO. MONTHLY SERVICES

2001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

2002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

2003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

2004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

2004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

2004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

2004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

2004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 2- Option Year 2 = $ _____
(2001+2002+2003+2004A+2004B+2004C+2004D)

B.12 GROUP 2 - OPTION YEAR 3

CLIN NO. MONTHLY SERVICES

3001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

3002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

3003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

3004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

3004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

3004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

3004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

3004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 2: Option Year 3 = $ _____
(3001+3002+3003+3004A+3004B+3004C+3004D)

B.13 GROUP 2 – OPTION YEAR 4

CLIN NO. MONTHLY SERVICES

4001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

4002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

4003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

4004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

4004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

4004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

4004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

4004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 2 : Option Year 4 = $ _____
(4001+4002+4003+4004A+4004B+4004C+4004D)

B.14 GROUP 3- OPTION YEAR 1

CLIN NO. MONTHLY SERVICES

1001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

1002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

1003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

1004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

1004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

1004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

1004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

1004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 3 – Option Year 1 = $ _____
(1001+1002+1003+1004A+1004B+1004C+1004D)

B.15 GROUP 3- OPTION YEAR 2

CLIN NO. MONTHLY SERVICES

2001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

2002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

2003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

2004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

2004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

2004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

2004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

2004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 3- Option Year 2 = $ _____
(2001+2002+2003+2004A+2004B+2004C+2004D)

B.16 GROUP 3 - OPTION YEAR 3

CLIN NO. MONTHLY SERVICES

3001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

3002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

3003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

3004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

3004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

3004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

3004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

3004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 3: Option Year 3 = $ _____
(3001+3002+3003+3004A+3004B+3004C+3004D)

B.17 GROUP 3 – OPTION YEAR 4

CLIN NO. MONTHLY SERVICES

4001 FIXED PRICE

For the Preventative maintenance of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

4002 FIXED PRICE

For Lubrication services of elevators as specified in Section "C" of this solicitation
Monthly Price $_____ x 12 months = $_____

4003 FIXED PRICE

For Annual Inspections of elevators as specified in Section "C" of this solicitation
Annual Price $_____

4004 COST REIMBURSEMENT

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance to your mechanic and helper bid prices. No repair work shall be done unless it is pre-approved by the CA, both verbally and in writing. The contractor shall not perform and shall not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA. Hourly rates for authorized repair work not included in the fixed price scope of CLIN 0001 (See Section C):

4004A Mechanic – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

4004B Apprentice – Estimated 600 hrs. x $ _____ = $ _____
Fixed Hourly Rate

4004C Saturday, Sunday, Holiday, Evening – Estimated 200 hrs. x $ _____ = $ _____
Fixed Hourly Rate

4004D Material Cost Ceiling not to exceed = $ 32, 000,00

Total Bid Price for Group 3:Option Year 4 = $ _____
(4001+4002+4003+4004A+4004B+4004C+4004D)

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia, Department of Real Estate Services (DRES), Facility Management Division, seeks a highly qualified elevator maintenance, service and repair contractor with demonstrated knowledge, skills and capabilities, to provide all of the required management, supervision, labor, materials, supplies, repair parts, tools and equipment to ensure efficient, safe, hazard free elevator operations throughout District of Columbia properties, outlined in this solicitation in C.2.2. The contractor shall be responsible for the planning, coordination and implementation of preventative and regular maintenance; scheduled tests; emergency services and repairs, to ensure optimal elevator and escalator performance as a Best Practices model. The contractor shall perform all elevator operations, tests, inspections, maintenance, alterations, and repairs in compliance with the latest editions of the American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators," herein referred to as "the Code," and operational guidelines established by the D.C. Regulatory Authority (DCRA), and the Code of D.C. Municipal Regulations, CDCR 12A-101A (2010), and in accordance with manufacturer recommendations. All elevator maintenance shall be performed by qualified elevator mechanics, trained to service equipment on which they work. Any maintenance services that may be completed by a helper or apprentice will be allowed only under the direct supervision of a qualified elevator mechanic. The contractor shall perform all work in accordance with this scope as follows.

C.1.2 MONTHLY, BI-MONTHLY AND QUARTERLY PREVENTATIVE MAINTENANCE (FIRST, SECOND OR THIRD MONTH).

The contractor shall perform the following services on each elevator either on a monthly or quarterly basis, based on instructions of the Contract Administrator (CA) and/or instructions listed in the "Elevator listing" in section C.2.2. Monthly services will be required for elevators with a service requirement number of "1," while Bi-Monthly services will be required for elevators with a service requirement number "2" and quarterly maintenance services will be required for elevators with a service requirement level "3". An elevator listed with a service level requirement "1" is based on the first year of the contract only. Upon the first day of the second year, elevators listed with the service level requirement "1" will automatically transition to the service level "2" unless otherwise instructed by the District.

The contractor shall regularly and systematically examine, adjust, lubricate, repair and clean elevators at a pre-scheduled time, agreeable to the District, and when conditions necessitate, repair and/or replace parts and equipment. The contractor shall be responsible for the development and implementation of a comprehensive elevator preventative maintenance schedule and plan, on a quarterly basis that ensures all elevator equipment is maintained and operating in an above satisfactory working condition at all times. The Department of Real Estate Services (DRES) will require the contractor to adhere to this preventative maintenance

plan and guarantee that original operating criteria is maintained at all times in each elevator to include (1) maximum capacity and weight, (2) rated speed in feet per minute, (3) performance times, measured brake to brake, (4) door operation, (5) traffic handling capabilities, (6) response times, and (7) ride quality.

The contractor shall provide the following preventative maintenance services to the elevators and all associated components to include, but not limited to the following, on a pre-scheduled and predetermined basis: cleaning of machine rooms, secondary levels, hoist ways, including the cross beams, rails and brackets, counterweights, frames, car tops, undersides of car, hoist way pits, buffers and door hangers; and the contractor shall keep all machinery, devices, or any other parts of the equipment which is subject to rust, properly cleaned and painted at all times.

The contractor shall keep guard rails properly lubricated, except where roller type guides are involved, no rail lubrication shall be used. When necessary, the contractor shall renew the guide shoe gibs or rollers as required to insure a smooth and quiet operation. All oil reservoirs shall be kept properly sealed to prevent leakage.

The contractor shall inspect all door operating equipment, including motor brushes, belts or chains, contacts, drive canes and clocks; examine all wire ropes and fastenings, check and adjust rope tension.

The contractor shall examine traveling cables for wear and position, examine counterweight and tighten all loose belts. When welds are cracked or broken, the contractor must bring the condition to the attention of the CA.

The contractor shall ensure that the motor windings and field coils of all motors be dipped in an approved insulating varnish and baked when shop repairs to the same are made, unless written permission is secured from the CA.

The contractor shall provide lamps in position indicators, hall lanterns and hall stations. If the lamps are the same design but are not commercially available, then the Contracting Officer should be advised at once for obtaining approval for an alternative.

The contractor shall repair or replace contact leads and coils for main controllers and selectors; and blow out and vacuum clean controller(s) motors and motor generator sets.
The contractor shall clean, lubricate, repair or replace every component part of the elevator, to provide uninterrupted elevator services in District owned and/or operated buildings, the cost of which (labor, equipment and material), shall be included in the fixed contract price.

The contractor shall repair all elevators and make them 100% operational at all times.

C.1.3 SEMI-ANNUAL PREVENTATIVE MAINTENANCE (SIXTH MONTH)

On a semi-annual basis, the contractor shall check the bearings for proper operation and wear, examine machine gear teeth for cutting or noise, while riding on top of the elevator cars, physically check condition and operation of door locking equipment, perform electrical test of door interlock circuits, examine door locks and door closer equipment, clean door channels, examine car and counterweight guide shoe and fastening, renew gibs or rollers as necessary, lubricate sliding guide shoes, remove car station cover, blow out and clean the switches and buttons.

C.1.4 MONTHLY PREVENTATIVE MAINTEANCE

The contractor shall examine and clean with a "industry standard" solution, and repair as necessary, commutators, brushes and brush holders of all small control motor regulations; thoroughly examine and clean the starters and control panels; check all contactor and relays by hand for wear, cleanliness, and proper adjustment. The contractor shall on an annual basis, perform major preventative maintenance to contactors, relays, switches, timing adjustments, electronic parts, mechanical parts, including door operators, door tracks, hoist motors, cables, indicating lamps, call buttons, and all equipment as originally installed.

The contractor shall clean and adjust the operation of slowdown and limit switches; examine all moving parts of the governors and safeties for free operation and clean and adjust.

The contractor shall examine, clean and add oil to the buffers, when necessary; and perform "hand tests" of plunger returns.

The contractor shall drain machine gear oil; seal any oil leaks; examine gear teeth, and refill with fresh oil.

The contractor shall overhall the machine brakes, including disassembly, cleaning, cleaning, replacement of work components, reassembly and re-adjustment.

The contractor shall lubricate hoistway door hangers, track and door arms.

The contractor shall examine and counterweight wire hoist ropes and governor ropes for wear and overall condition; and re-rope the elevator car if necessary.

The contractor shall clean the rails, hatch walls, top of the elevator car, elevator pit, overhead sheaves, beams, and check brackets and bolts for tightness.

The contractor shall perform a complete systems check of all logic features and/or programs as determined by DCRA.

The contractor shall test the "Test firemen" service operations and emergency power operations in accordance with ANSI A 17.1 safety code for elevators at a time determined by the District.

C.1.5 LUBRICATION ELEVATOR SERVICES

The contractor shall, at the prescribed time and interval, examine, adjust, clean and lubricate as required, the following parts, where applicable: All safety devices and feature, copper and carbon contacts, contact springs, brushes, door and gate contacts, governor sheaves, governors, solid state components, hall buttons, signals, brakes, controller, pump, valves, door operators, door gibs, and rollers, door interlocks, leveling devices and cams, guide rails, rail brackets, guide shoes, roller guides, ledges, door sills, door closers, door hangers, machine components, oil return systems, the elevator pit, gland packing, selectors and components, deflector or idler sheaves, and compensating assemblies.

The contractor shall provide, as required at no additional cost, all cleaning materials and lubricants meeting the specifications for lubricants as recommended by the manufacturer.

All hydraulic fluid should be maintained at level recommended by the manufacturer. The hydraulic fluid will be provided by the by the contractor.

C.1.6 ANNUAL INSPECTIONS

The contractor shall be responsible for conducting all annual inspections of all of the elevators as outlined in this solicitation and designated by the CA. The inspections shall include a full inspection and review of operations, cleanliness, speed and noise. The contractor shall provide the District with a written report and recommendations for each elevator component to include but not limited to (1) machine room/overhead: hoist way machinery, drive motor & drive unit, controller, overspeed governors and break assemblies; (2) hoist way: guiderails/tracks, car and counterweight (for roped systems) wire rope cables/step chains and mechanical safety equipment/safety switches; (3) pit: governor tension sheaves (or pit sheaves), car & counterweight buffer assemblies, pit light & stop switch, pit sump pump and hydraulic system cylinder & pistons and (4) cab and car equipment and floor landings (operational/signal equipment), cab enclosure, interior panels & flooring, car operating panels (push buttons, position indicators & signals, phone system, etc.), cab door panels & door operating equipment and top of car operating equipment, and (5) floor landings to include, hall push button fixtures, position indicators/displays, hall lanterns or direction and lobby intercoms.

C.1.7 FIVE YEAR LOAD TESTS

The contractor shall not be responsible for conducting 5-year load tests.

C.1.8 REPORTING

The contractor shall maintain and store a service call and preventative maintenance record book that shall be completed at the end of each visit; and report it via email to the CA. The service call and preventative maintenance record shall include (1) the date and time of initial contact, (2) the date and time of the arrival and departure of mechanic, (3) the full name of mechanic and credentials, (4) the full explanation of the problem and (5) the steps taken to resolve and/or repair the problem.

C.1.9 SERVICE RECORDS

At the completion of each week, the contractor shall provide the CA with a full report of all District elevators that were serviced, via email in PDF format.

C.1.10 INITIAL ASSESSMENTS

Within 30 days of award the contractor shall conduct an assessment of each elevator outlined in this solicitation at no cost to the District. The assessment shall include the inspection of all elevator components. The contractor shall provide a separate report for each elevator that outlines overall condition, needs, estimated time and cost to repair and all other necessary recommendations to include (1) the evaluation of the elevator system and components, (2) the list of maintenance deficiencies and repair items, (3) full records of operational performances (car speeds, door times, etc.), and (4) written recommendations for improving operation/efficiency.

C.1.11 RIGHT TO RECISION OF WORK AND PROPOSAL REQUIREMENT

The District Reserves the right to refuse the Contractor to service or maintenance any/all elevator equipment on District property at any time; and to accept "offers" and/or "proposals" from other elevator maintenance companies to service District properties.

The contractor must submit work order/proposal with pricing and be approved to move forward with the work by the CA for any/all services.

C.1.12 EMGERGENCY SERVICES

The contractor shall respond to all elevator emergencies and will be expected to arrive at the site of any elevator emergency within 1 hour from the initial request. Emergency services shall be provided to the District, 24 hours a day, 7 days a week to include weekends and holidays. Contractor shall resolve entrapments and shutdowns within ninety (90) minutes from first notification.

C.1.13 GOVERNING LAWS AND CODES

The contractor shall be knowledgeable of all elevator governing codes and governing bodies to include American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators," herein referred to as "the Code," and operational

guidelines established by the D.C. Regulatory Authority (DCRA), and the Code of D.C. Municipal Regulations CDCR 12A-101A (2010). The contractor shall upon proposal submittal display certifications and knowledge of governing laws and codes; and know which does apply to which elevators and escalators, when and how they are enforced, which inspections apply to each unit and who is responsible to perform and file; and fines and penalties for non compliance.

C.1.14 PARTS AND MATERIALS

The cost of all parts and labor cost for the replacement or repair of these parts shall not be included in the contract price for maintenance services. The contractor will be required to furnish the labor for removal and replacement of these parts and for the performance of the safety tests at the hourly rate as established by this solicitation. All parts and materials used for repairing the elevator and escalator equipment shall be the product of the manufacturers of the existing equipment and/or approved equivalent to meet the minimum Federal specifications.

C.1.15 EXTENT OF WORK:

Work under this contract consists of furnishing all labor, materials, tools and equipment for the Maintenance and Repair Services for Elevators and Escalators at Various D.C. Facilities, all located in Washington, D. C. All work shall be performed in accordance with these specifications, as specified herein and as recommended by the manufacturer.

The facilities under this contract may contain asbestos containing materials (ACMs) throughout the buildings. The contractor(s) are warned not to disturb any ACMs during the performance of this work. Any disturbance shall be the responsibility of the contractor and the contractor shall be liable to abate at their own expense and in accordance with all E.P.A., and other Federal and District Rules and Regulations.

Upon discovery of any ACMs, the contractor shall immediately notify the Contracting Officer and the Contracting Administrator(CA) in via e-mail. The CA shall initiate appropriate action to either abate the asbestos or encapsulate it so that it would be safe to work in the affected areas.

The contractor shall supply all lubricants of proper grades, cleaning materials, paint, cotton waste, rags, gauges, testing and other tools and equipment required for preventive maintenance services.

The contractor shall have ample and complete stock of replacement parts sufficient for normal maintenance and repair of all elevators and escalators. All new parts shall be genuine products of the original manufacturers of the various types of elevators and escalators involved or of like design and comparison.

The contractor shall repair and/or replace all replacement parts as they become necessary due to normal wear and tear and shall test all devices and equipment, including but not limited to main hoist motor, governors, traveling cables and hatch wiring.

The contractor shall provide labor, material and equipment to clean, adjust, repair or replace any defective or improperly operating device or equipment as ordered by the CA or his designated representative(s).

The contractor shall respond promptly upon receipt of any defect notice which is issued by the Department of Consumer and Regulatory Affairs, Building and Land Regulation Administration, Elevator Section, and inform, in writing, the Contracting Officer or his designated representative(s), within twenty-four (24) hours of the completion of work.

The contractor shall maintain all elevators at the manufacturer's contract speed unless written authorization is obtained from the Contracting Officer or the designated representative(s) to do otherwise.

The contractor shall maintain the hoistway and car door guides in an acceptable condition and shall replace the same when gear exceeds 1/16inches.

The contractor shall maintain all fascias, dust covers and guides in proper alignment.

The contractor shall repair all door operation motors, door operating driving mechanisms, door hangers, retering cams, and retering cam operating devices.

The contractor shall clean and/or repair all elevator car enclosures, hoistway and car door panels, car gates, frames and sills.

The contractor shall replace and align all elevator guide rails.

REPAIRS, REPLACEMENT AND COST REIMBURSABLE WORK FOR ELEVATORS AND ESCALATORS:

COST REIMBURSEMENT COMPONENT

The contractor shall perform these services under the reimbursable component of the contract. All services and materials, which are not included in the fixed price for services as set forth in Section C, shall be reimbursed in accordance with the hourly rates and the materials cost ceiling established in the cost reimbursable section of the Unit Price Schedule in Section B.

The contractor shall include the systematic cleaning, repairing and replacement of all selector motors and control panel board motors, including all equipment on the controllers and the selectors.

The contractor shall repair or replace car traveling cables.

The contractor shall replace motor brushes and brush holders, as it becomes necessary, on the generators, hoist motors, door operators, selector motors and damping motors.

All applicable requirements of this contract shall apply to all hydraulic elevators also and shall include pumps, motors, valves, oil lines, oil leakage, hoses, packing and connections. Proper oil level shall be kept in the oil reservoirs with the proper viscosity oil as required by the manufacturer's recommendations.

The contractor shall clean, repair or replace all machine worn gear combinations.

The contractor shall repair all major overhauls or major repairs of main hoist motors and motor generator sets.

The contractor shall provide major repairs to jack units. The contractor shall repair or replace all equipment damaged by misuse of equipment by person(s) other than the contractor, his representative(s) or employees or by reason(s) of any other cause beyond the control of the contractor.

The contractor shall make major repairs to oil buffers.

The contractor shall make major repairs to the drive machine including motor and brake coils and drive.

The contractor shall replace hoist and governor cables and re-shackling.

The contractor shall replace bearings in cross heads or deflector or 2:1 sheaves.

The contractor shall repair or replace pump motor for hydraulic elevators.

The contractor shall perform other repairs on the elevators and escalators, as requested.

C.2.1 MATERIALS:

All parts and materials used for repairing the elevator and escalator equipment shall be the product of the manufacturers of the existing equipment and/or approved equal to meet the minimum Federal specifications.

C.2.2 ELEVATOR SERVICE LIST

The following list outlines the facilities and elevators to be serviced and maintained. This list may be amended at any time, either adding or removing elevators from this list. Each elevator is assigned a number and this number as well as property address and building name,

will be used on all correspondence from the contractor. Each elevator below is also assigned a "service level" indicator 1, 2, or 3 which determines monthly, bi-monthly or quarterly maintenance.

AGGREGATE GROUP 1								
#	Area	Building Name	Address	Elevator Name	Elevator Type	Description	Service Level	Comments
1	1	801 East	2700 MLK St. SE		passenger		3	
2	1	CCNV	425 2nd St. NW		passenger		1	
3	1	CCNV	425 2nd St. NW		freight		1	
4	1	DDOT	1338 G St SE	1	freight		2	
5	1	DPW	1725 15th St NW	1	passenger		2	
6	1	Emery Shelter	1725 Lincoln Rd, NE		Passenger		1	
7	1	Federal City Shelter	425 2nd St. NW		Passenger		1	
8	1	Federal City Shelter	425 2nd St. NW		Freight		1	
9	1	Girard Family Shelter	1413 14th St., NW		Passenger		1	
10	1	Grimke Building	1923 Vermont Ave NW	1	passenger		1	
11	1	New La Casa	1131 Spring Road NW		Passenger		2	
12	1	PSCC	310/320 McMillan Dr NW	1	passenger		2	
22	2	Corcoran Shelter	1861 Cocoran St NE	1			1	
23	2	Eastern Market	225 7th St SE	1	Dumwaiter	2	3	
		Eastern Market	225 7th St SE	1	TBA	TBA	TBA	
24	2	Kramer Shelter	1626 Kramer St NE	1			1	
41	3	DCD		1			TBD	
AGGREGATE GROUP 2								
53	4	1st District	101 M St SW		passenger		3	
54	4	7th District	2455 Alabama Ave., SE	1	passenger		3	
55	4	Boys & Girls Club/Patrol Services and Bureau School	801 Sheperd Street, NW		passenger		2	
56	4	Bundy Bldg	429 O Street, NW	1			3	

57	4	Daly Bldg	300 Indiana Avenue, NW	1	passenger	C St entrance side	2	
58	4	Daly Bldg	300 Indiana Avenue, NW	2	passenger	C St entrance side	2	
59	4	Daly Bldg	300 Indiana Avenue, NW	3	passenger	C St entrance side	2	
60	4	Daly Bldg	300 Indiana Avenue, NW	4	side	3rd St side of bldg	2	
61	4	Daly Bldg	300 Indiana Avenue, NW	5	side	3rd St side of bldg	2	
62	4	Daly Bldg	300 Indiana Avenue, NW	6	freight		2	
63	4	Daly Bldg	300 Indiana Avenue, NW	7	freight		2	
64	4	Daly Bldg	300 Indiana Avenue, NW	8	passenger	Indiana Ave side	2	
65	4	Daly Bldg	300 Indiana Avenue, NW	9	passenger	Indiana Ave side	2	
66	4	Daly Bldg	300 Indiana Avenue, NW	10	passenger	Indiana Ave side	2	
67	4	Daly Bldg	300 Indiana Avenue, NW	11	passenger	Cell block	2	
68	4	Daly Bldg	300 Indiana Avenue, NW	12	passenger (side)	courtside of building	2	
69	4	Daly Bldg	300 Indiana Avenue, NW	13	passenger (side)	courtside of building	2	
70	4	MPD Fleet	2175 West Virginia Ave., NE	1	freight		2	
71	4	MPD Warehouse	2235 Shannon Place, SE	1	passenger		1	
72	4	Recorder of Deeds	501 D Street, NW	1	passenger		3	
73	4	Recorder of Deeds	501 D Street, NW	2	passenger		3	
74	4	Share Computer	222 Massachusetts Ave., NW	1	passenger		2	
75	4	Stable Arts Ctr.	2438 18th Street, NW	1	passenger		3	

AGGREGATE GROUP 3								
77	5	DC Armory	2001 E. Cap.	1	passenger		2	
78	5	DC Armory	2001 E. Cap.	1	freight		2	

80	5	O.C.M.E	1910 Mass Ave., SE	1	passenger		3	
81	5	O.C.M.E	1910 Mass Ave., SE	2	passenger		3	
82	5	RFK Stadium	2400 East Capital St., Armory 20001	A-Gate	passenger		2	RFK also has a handicap lift that should be serviced by this contractor
83	5	RFK Stadium	2400 East Capital St., Armory 20001	F-Gate	passenger		2	RFK also has a handicap lift that should be serviced by this contractor
84	5	RFK Stadium	2400 East Capital St., Armory 20001	Back	passenger		2	RFK also has a handicap lift that should be serviced by this contractor
85	5	RFK Stadium	2400 East Capital St., Armory 20001		freight		2	RFK also has a handicap lift that should be serviced by this contractor
86	5	Southwest Health Center	850 Delaware Ave., S.W	1	passenger		2	
87	5	D.C General, Core BldG.	1900 Mass. Ave., S.E	30, 31	Passenger		3	
88	5	ACCC	1900 Mass. Ave., S.E	1,2,3,4,5	Passenger		3	
89	5	BLDG. 6	1900 Mass. Ave., S.E		Freight		1	
90	6	2000 Adams Pl		1	Freight		2	
91	6	2000 Adams Pl		1	Freight		2	
92		Bundy School				2	3	Goes under another contract

C.2.3 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	D.C. Code	D.C. Official Code, sections	2001 Ed., 2005 Supp.

		10-1001-1005 Parks, Public Buildings, Grounds and Space	
2	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P http://www.osha.gov/	2003 Ed.
3	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing	10/01/2003
4	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste available at http://www.epa.gov	Latest Version
5	D.C. Law	"The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises" of 1998, D.C. Law 12-268 (the "Act" as used in this Section) and "The Equal Opportunity for Local, Small and Disadvantaged Businesses Opportunity Amendment Act of 2000 (the "Amendment"), D.C. Law 13-169, as amended by D.C. Act 16 – 375, Subtitle N, effective 7/26/05.	Latest Version
6	U.S. Law	American Society of Mechanical Engineers with addendum's Safety Code for Elevators and Escalators AMCE A.17.1	1990 Edition
7	U.S. Law	Occupational Safety and Health Administration (OSHA) General Industry Standards - 29 CFR Part 1900 General Industry Safety and Health Standards – 29 CFR 1910 Construction Industry Standards – 29 CFR Part 1926 Hazardous and Toxic Materials	Latest Version
8	Publication	Safety & Environmental Program	August 1988
9	U.S. Law	National Fire Protection Association(NFPA)	2007
10	U.S. Law	Management of Buildings and	July 1990

		Grounds 41 CFR, Part 101-120	
11	U.S. Law	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273	Latest Version
12	U.S. Law	National Emission Standards for Hazardous Air Pollutants	Latest Version
13	U.S. Law	Environmental Protection Agency (EPA) Final Rule	July 17, 1985
14	U.S. Law	National Electrical Code (NEC)	2005
15	U.S. Law	American Society of Heating, Refrigeration, and Air Conditioning Equipment (ASHRAE)	Latest Version
16	U.S. Law	CFR Asbestos Code	Latest Version
17	Intl. Law	International Building Code (IBC)	2006
18	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	1998
19	Federal Regulation	Energy Policy Act (EPAct)	1992 and 2005
20	DC Law	The Clean and Affordable Energy Act	2008
21	Municipal Regulation	DC Solid Waste and Multi-Materials Management Act	1998
22	Accredited Specs. and Standards	InternNational Electrical Testing Association (NETA)	2009
23	U.S. Law	American National Standard Institute (ANSI)	Latest Version
24	Safety Code for Elevators and Escalators ("the Code")	American Society of Mechanical Engineers (ASME) Publication A17.1	Latest Version
25	Operational Guidelines	D.C. Regulatory Authority (DCRA)	
26	Code of D.C. Municipal Regulations	Code of D.C. Municipal Regulations	CDCR 12A-101A (2010)
27	Manufacturer Recommendations	Based on each Elevator listed in Section "C"	Manufacturer Recommendations

C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

C.3.1 ACM: Asbestos containing material(s).

C.3. 2 Adjust: To bring the components and overall operation of an elevator into a more effective and efficient calibration or state.

C.3.3 Alterations: The process of modifying the components of an elevator by use of unconventional methods or equipment to enhance continued performance and safety.

C.3.4 Assessment: For the purpose of this solicitation, the Contractor will conduct a full evaluation of District elevators listed in Section "C" of this solicitation. This assessment will check the overall operating condition and needs of each elevator system with regard to performance, safety and quality. The assessments will take place at the beginning of a contractual relationship. The District will prioritize each elevator and develop a schedule for each elevator to be assessed.

C.3.5 Best Practices Model: For the purpose of this solicitation, the District will require the contractor to develop as streamlined and well calculated set of techniques, methods, processes and activities as a "model" for delivering superior elevator maintenance and repair services that will result in the most efficient processes, checks and testing to maintain District elevators with fewer problems and unforeseen complications. This will be in document form and shall be followed through the lifetime of any contractual agreement.

C.3.6 Brake: A spring loaded clamping device that prevents the elevator from moving when the car is at rest and no power is applied to the hoistway motor.

C.3.7 Buffers: A device designed to stop a descending car or counterweight beyond its normal limit of travel by storing or by absorbing and dissipating the kinetic energy of the car or counterweight.

C.3.8 Car Operating Panel: The assembly of buttons, switches and indicator lights inside the elevator car for operation and control.

C.3.9 Cleaning: The process of cleansing elevator components properly, by use of qualified and proper materials based on manufacturer guidelines.

C.3.10 Code: A system of regulations pertaining to the design, manufacture, installation and maintenance of elevators, dumbwaiters, escalators and moving walks. The most widely recognized and used is ANSI A-17.1 sponsored by the National Bureau of Standards, The American Institute of Architects, The American Society of Mechanical Engineers, and published by ASME.

C.3.11 Contract Administrator (CA) is a business communications liaison between the District government and a private contractor. He or she ensures that their goals are mutually beneficial. The CA is an employee who is responsible for recommending authorizing (or denying) actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting contractors and sub-contractors.

C.3.11 Counterweight: A set of weights roped directly to the elevator car of a winding-drum type installation. In practice, this weight is equal to approximately 70 percent of the car weight.

C.3.12 Commutator: A rotary electrical switch in certain types of electric motors or electrical generators that periodically reverses the current direction between the rotor and the external circuit. In a motor, it applies power to the best location on the rotor, and in a generator, picks off power similarly. As a switch, it has exceptionally long life, considering the number of circuit makes and breaks that occur in normal operation.

C.3.13 Deficiency: A lack of quality and or sub-standard mechanical, technical or support work. For the purpose of this solicitation a deficiency is an item, or condition that is considered sub-standard, or below minimum expectations with regard to code, work product and safety.

C.3.14 Deflector Sheave: A pulley, aligned with the drive sheave, which provides a path for the cables to drop straight to the counterweight.

C.3.15 Door Gibs: Devices at the bottom of horizontal sliding door panels which stick into sill grooves and hold the door panels in alignment.

C.3.16 Door Hanger: Door Hanger - A rolling assembly fastened to the top of a door panel which supports and allows horizontal sliding movement of the door panel. The door track on which the hanger rolls is part of the door hanger assembly.

C.3.17 Emergency: A serious situation or occurrence that happens unexpectedly and demands immediate action and/or a condition of urgent need for action or assistance.

C.3.18 Emergency Services – Services needed by District contractors when situations that impact public safety and or services arise. For the purpose of this solicitation, the District requires all contractors be available 24-hours a day, 7 days a week, in particular for elevator emergencies. Immediate response times are required (within 45 minutes of reported emergency).

C.3.18 Fire service: A group of devices that removes all cars from normal use, sends them to a designated landing, and permits special operation for firefighters or emergency personnel.

C.3.19 Load testing: The process of putting demand on an elevator system and measuring its response.

C.3.20 Governor: A mechanical speed control mechanism. For elevator, it is a wire rope driven centrifugal device used to stop and hold the movement of its driving rope. This initiates the activation of the car safety device. It opens a switch, which cuts off power to the drive motor and brake if the car travels at a preset over speed in the down direction. Some types of governors will also open the governor switch and cut off power to the drive motor and brake if the car over speeds in the up direction. (2) On escalators, a direct-driven centrifugal device which, when activated by over speed, cuts off power to the drive motor and service brake.

C.3.21 Guide Rails: Steel T-, round, or formed sections with guiding surfaces installed vertically in a hoistway to guide and direct the course of travel of an elevator car and elevator counterweights.

C.3.22 Hall Lantern: A corridor mounted signal light indicating that an elevator car is approaching that landing and the direction in which the car is to travel.

C.3.23 Hall Station: Device located in hall usually near the elevator to be used when calling the elevator to that floor.

C.3.24 Hoistway: The space enclosed by fireproof walls and elevator doors for the travel of one or more elevators, dumbwaiters or material lifts. It includes the pit and terminates at the underside of the overhead machinery space floor or grating, or at the underside of the roof where the hoistway does not penetrate the roof. (Hoistway is sometimes called "hatchway" or "hatch.")

C.3.25 Industry Standard- Industry-developed quality of standards that are establishes requirements for products, practices, or operations.

C.3.26 Lubricator: A device, which feeds oil to the rail and provides lubrication for sliding shoes.

C.3.29 Pit: That portion of the hoistway extending from the sill level of the lowest landing to the floor at the bottom of the hoistway.

C.3.30 Planning: The organizational process of creating and maintaining a plan of activities required to create the desired goal of excellent elevator service and maintenance.

C.3.31 Plunger: The inside moveable part of a hydraulic jack that attaches to an elevator car frame on direct drive application or drive sheave on a cabled hydraulic system.

C.3.32 Position Indicator: A device that indicates the position of the elevator car in the hoistway. It is called a hall position indicator when placed at a landing, or car position indicator when placed in the car.

C.3.33 Predetermined: To determine elevator maintenance and service beforehand and to impose a direction or tendency on beforehand.

C.3.34 Pre-scheduled: Contractor services scheduled in advance and prearranged.

C.3.35 Preventative (and/or preventive) Maintenance: Inspections, tests, adjustments, cleaning and similar activities carried out on elevator and escalator equipment with the intention of preventing malfunctions from occurring during operation. It is designed to keep equipment in proper operating order and is done on a scheduled basis. It is also referred to as scheduled maintenance.

C.3.36 Roller Guides: Guide shoes which use rollers that rotate on guide rails rather than sliding on the rails.

C.3.37 Seal: A device mounted on the guide to minimize oil escaping around the plunger.

C.3.38 Test Fireman/Firefighter's Service: A device or group of devices which provide (1) a signal for immediate recall to a designated landing in order to remove cars from normal use, and (2) to permit special operation for firefighters or other authorized emergency personnel.

C.4 BACKGROUND

The District of Columbia, Department of Real Estate Services (DRES), Facility Management Division, seeks a highly qualified elevator maintenance, service and repair contractor with demonstrated knowledge, skills and capabilities, to provide all of the required management, supervision, labor, materials, supplies, repair parts, tools and equipment to ensure efficient, safe, hazard free elevator and escalator operations throughout District of Columbia properties, outlined in this solicitation. The contractor shall be responsible for the planning, coordination and implementation of preventative and regular maintenance; scheduled tests; emergency services and repairs, to ensure optimal elevator and escalator performance as a Best Practices model. The contractor shall perform all elevator operations, tests, inspections, maintenance, alterations, and repairs in compliance with the latest editions of the American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators," herein referred to as "the Code," and operational guidelines established by the D.C. Regulatory Authority (DCRA), and the Code of D.C. Municipal Regulations, CDCR 12A-101A (2010), and in accordance with manufacturer recommendations.

The District of Columbia, DRES, and Facility Management Division is responsible for the overall property management for faculties throughout the District of Columbia. Facility Management Division requires above standard contractor service that exceeds the expectations of residents and visitors and most importantly supports the safety of all those that utilize District facilities.

C.5 REQUIREMENTS

C.5.1 Contractor shall perform all elevator operations, tests, inspections, maintenance, alterations, and repairs in compliance with the latest editions of the American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators," herein referred to as "the Code," and operational guidelines established by the D.C. Regulatory Authority (DCRA), and the Code of D.C. Municipal Regulations, CDCR 12A-101A (2010), and in accordance with manufacturer recommendations.

C.5.2 Elevator maintenance shall be performed by qualified elevator mechanics, trained to service equipment on which they work. Any maintenance services that may be completed by a helper or apprentice will be allowed only under the direct supervision of a qualified elevator mechanic.

C.5.3 Contractor shall on a quarterly basis examine, adjust, lubricate, repair and clean elevators at a pre-scheduled time, agreeable to the District, and when conditions necessitate, repair and/or replace parts and equipment.

C.5.4 Contractor shall be responsible for the development and implementation of a comprehensive elevator preventative maintenance schedule and plan, on a quarterly basis that ensures all elevator equipment is maintained and operating in an above satisfactory working condition at all times.

C.5.5 Contractor to adhere to this preventative maintenance plan and guarantee that original operating criteria is maintained at all times in each elevator to include (1) maximum capacity and weight, (2) rated speed in feet per minute, (3) performance times, measured brake to brake, (4) door operation, (5) traffic handling capabilities, (6) response times, and (7) ride quality.

C.5.6 Contractor shall provide the following preventative maintenance services to the elevators and all associated components to include, but not limited to the following, on a pre-scheduled and predetermined basis: cleaning of machine rooms, secondary levels, hoist ways, including the cross beams, rails and brackets, counterweights, frames, car tops, undersides of car, hoist way pits, buffers and door hangers; and the contractor shall keep all machinery, devices, or any other parts of the equipment which is subject to rust, properly cleaned and painted at all times.

C.5.7 Contractor shall keep guard rails properly lubricated, except where roller type guides are involved, no rail lubrication shall be used. When necessary, the contractor shall renew the guide shoe gibs or rollers as required to insure a smooth and quiet operation.

C.5.8 Contractor shall inspect all door operating equipment, including motor brushes, belts or chains, contacts, drive canes and clocks; examine all wire ropes and fastenings, check and adjust rope tension.

C.5.9 Contractor shall properly maintain all oil reservoirs and keep them sealed to prevent leakage.

C.5.10 Contractor shall examine traveling cables for wear and position, examine counterweight and tighten all loose belts. When welds are cracked or broken, the contractor must bring the condition to the attention of the CA.

C.5.11 Contractor shall ensure that the motor windings and field coils of all motors be dipped in an approved insulating varnish and baked when shop repairs to the same are made, unless written permission is secured from the CA.

C.5.12 Contractor shall provide lamps in position indicators, hall lanterns and hall stations. If the lamps of same design are not commercially available, then the Contracting Officer should be advised at once for obtaining approval for an alternative.

C.5.13 Contractor shall repair or replace contact leads and coils for main controllers and selectors; and blow out and vacuum clean controller(s) motors and motor generator sets.

C.5.14 Contractor shall clean, lubricate, repair or replace every component part of the elevator, to provide uninterrupted elevator services in District owned and/or operated buildings, the cost of which (labor, equipment and material), shall be included in the fixed contract price. The contractor shall repair all elevators and make them 100% operational at all times.

C.5.15 On a semi-annual basis, the contractor shall check the bearings for proper operation and wear, examine machine gear teeth for cutting or noise, while riding on top of the elevator cars, physically check condition and operation of door locking equipment, perform electrical test of door interlock circuits, examine door locks and door closer equipment, clean door channels, examine car and counterweight guide shoe and fastening, renew gibs or rollers as necessary, lubricate sliding guide shoes, remove car station cover, blow out and clean the switches and buttons.

C.5.16 Contractor shall examine and clean with a "industry standard" solution, and repair as necessary, commutators, brushes and brush holders of all small control motor regulations; thoroughly examine and clean the starters and control panels; check all contactor and relays by hand for wear, cleanliness, and proper adjustment.

C.5.17 Contractor shall on an annual basis, perform major preventative maintenance to contactors, relays, switches, timing adjustments, electronic parts, mechanical parts, including door operators, door tracks, hoist motors, cables, indicating lamps, call buttons, and all equipment as originally installed.

C.5.18 Contractor shall clean and adjust the operation of slowdown and limit switches; examine all moving parts of the governors and safeties for free operation and clean and adjust.

C.5.19 Contractor shall examine, clean and add oil to the buffers, when necessary; and perform "hand tests" of plunger returns.

C.5.20 Contractor shall drain machine gear oil; seal any oil leaks; examine gear teeth, and refill with fresh oil.

C.5.21 Contractor shall overhall the machine brakes, including disassembly, cleaning, cleaning, replacement of work components, reassembly and re-adjustment.

C.5.22 Contractor shall lubricate hoistway door hangers, track and door arms.

C.5.23 Contractor shall examine and counterweight wire hoist ropes and governor ropes for wear and overall condition; and re-rope the elevator car if necessary.

C.5.24 Contractor shall clean the rails, hatch walls, top of the elevator car, elevator pit, overhead sheaves , beams, and check brackets and bolts for tightness.

C.5.25 Contractor shall perform a complete systems check of all logic features and/or programs

as determined by DCRA.

C.5.26 Contractor shall test the "Test firemen" service operations and emergency power operations in accordance with ANSI A 17.1 safety code for elevators at a time determined by the District.

C.5.27 Contractor shall, at the prescribed time and interval, examine, adjust, clean and lubricate as required, the following parts, where applicable: All safety devices and feature, copper and carbon contacts, contact springs, brushes, door and gate contacts, governor sheaves, governors, solid state components, hall buttons, signals, brakes, controller, pump, valves, door operators, door gibs, and rollers, door interlocks, leveling devices and cams, guide rails, rail brackets, guide shoes, roller guides, ledges, door sills, door closers, door hangers, machine components, oil return systems, the elevator pit, gland packing, selectors and components, deflector or idler sheaves, and compensating assemblies.

C.5.28 Contractor shall provide, as required at no additional cost, all cleaning materials and lubricants meeting the specifications for lubricants as recommended by the manufacturer.

C.5.29 Contractor shall maintain all hydraulic fluid at level recommended by the manufacturer. The hydraulic fluid will be provided by the contractor.

C.5.30 Contractor shall be responsible for conducting all annual inspections of all of the elevators as outlined in this solicitation and designated by the CA. The inspections shall include a full inspection and review of operations, cleanliness, speed and noise. The contractor shall provide the District with a written report and recommendations.

C.5.31 Contractor shall not be responsible for conducting 5-year load tests on elevators

C.5.32 Contractor shall maintain and store a service call and preventative maintenance record book that shall be completed at the end of each visit; and report it via email to the CA.

C.5.33 At the completion of each week, the contractor shall provide the CA with a full report of all District elevators that were serviced, via email in PDF format at the completion of each work week on Fridays.

C.5.34 Within 30 days of award the contractor shall conduct an assessment of each elevator outlined in this solicitation.

C.5.35 Contractor shall respond to all elevator emergencies and will be expected to arrive at the site of any elevator emergency within 1 hour from the initial request. Emergency services shall be provided to the District, 24 hours a day, 7 days a week to include weekends and holidays. Contractor shall resolve entrapments and shutdowns within ninety (90) minutes from first notification.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, and six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007. (Attachment J.1)

E.1.1 Inspection of Supplies:

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the March (2007) SCP. 2 system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all

reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.

(j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.

(k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.

(l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

E.1.2. Inspection of Services:

(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 District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

(c) The District 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 District will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract

or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

E.2 Quality Assurance

E.2.1 As part of the District's quality assurance program, the District may:

E.2.1 Review and, if warranted, reject any reports or other submittals required from the Contractor;

E.2.2 Review performance and service records, including but not limited to BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted;

E.2.3 Review the adequacy of the Contractor's quality control program and documentation, and the success of this program in correcting deficiencies before the District must direct correction under its quality assurance program. Improvements may be directed if the program is determined to be insufficient or ineffective.

E.2.4 Obtain tenant satisfaction survey information, and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements;

E.2.5 Make physical inspection of facility equipment and systems, to include programs and files maintained on computers and Contractor on-site offices and work areas, and require correction of deficiencies noted.

E.2.6 Perform inspections with District personnel or independent third-party inspectors.

E.2.7 Contractor performance will be evaluated on the basis of the performance success or deficiencies (which may involve M&V methods), success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation, which is less than satisfactory even if the Contractor takes corrective action.

E.2.8 The use or non-use of any Quality Assurance methods (e.g., an M&V program) by the District will not constitute a waiver of or excuse from contract requirements.

E.2.9 The District may implement or change Quality Assurance measures at any time during the term of the contract.

E.3 Quality Inspection

E.3.1 DRES may assess the Offeror's performance with respect to accomplishing the purposes outlined in the Program Scope. Specifically, the Contractor's performance shall be assessed to determine the quality of services delivered and the Contractor's ability to deliver services.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of performance of (one) 1 base year from date of award and one year thereafter, with four (4) one – year options.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of _4_(four) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed _5_ (five) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the CA identified in section G.9 in accordance with the following:

SECTION	DELIVERABLE	QUANTITY	FORMAT/ METHOD OF DELIVERY	DUE DATE
C.1.8	Service call & preventive maintenance record	1	PDF format via email	Within 24 hours upon project completion
C.1.9	Weekly report	1	PDF format via email	Every Monday
C.1.10	Initial Assessment	1	PDF format via	Within thirty (30) days

			email	upon contract award

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (CA) specified in Section G.9 below. The address of the CFO is:

Ms. Chanelle Hendrix
Office of Finance and Resource Management (OFRM
441 4th Street, NW Suite 890-N
Washington DC 20001
Telephone:202-727-0333

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 COST REIMBURSEMENT CEILING

G.4.1 Cost reimbursement ceiling for this contract is set forth in Section B.4.

G.4.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.4.

G.4.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

G.4.4 The Contractor must notify the CO, in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

G.4.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.4.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.4, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.4, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

G.4.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 *A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a* subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be intervene in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract Requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Lolisa Simms, Contracting Officer
D.C. Department of Real Estate Services
Contracting and Procurement Division

2000 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: 202-671-2613
lolisa.simms@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING ADMINISTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Andrew G. Robinson
Department of Real Estate Services (DRES)

Facilities Division
2000 14th Street, NW, Suite 800
Washington, DC 20009
Tel. (202) 671-2802
Cell (202) 437-8111
andrew.robinson@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessary by reason of the unauthorized changes.

G.10 DEDUCTIONS

The District's objective is to obtain complete and satisfactory performance of this specification for each task identified. Deductions from Contractor payments will be made for non-performance or unsatisfactory performance as identified in the Deduction Table below. This clause will be strictly enforced to ensure satisfactory performance.

CAUSE OF DEDUCTION	PENALTY
1) Failure to report on site (to include required staff and equipment) within the specified time or at request from District	$300.00 per hour missed
2) Damage to District property caused by Contractor's employees and/or representative due to either intentional or non-intentional cause, neglect including oversight and human error	Shall be assessed equal to the amount of established or appraised property value

3) Failure to supply required equipment established in the solicitation	Flat fee: $2,500.00
4) Failure to provide a response to routine or urgent service calls as defined in the solicitation	Flat fee: $2,500.00

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 10, date of last revision: 06/15/10, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of

Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq*. ("First Source Act").

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

(1) Number of employees needed;
(2) Number of current employees transferred;
(3) Number of new job openings created;
(4) Number of job openings listed with DOES;
(5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
(6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  (a) Name;
  (b) Social security number;
  (c) Job title;
  (d) Hire date;
  (e) Residence; and
  (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

(1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
(2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  (a) Material supporting a good faith effort to comply;
  (b) Referrals provided by DOES and other referral sources;
  (c) Advertisement of job openings listed with DOES and other referral sources; and
  (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

(1) A good faith effort to comply is demonstrated by the Contractor;
(2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq*.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq*.

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq*.) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq*.

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
(4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence
Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 <u>Mandatory Subcontracting Requirements</u>

H.9.1.1 For contracts in excess of $250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting

35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.9.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.9.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.9.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.9.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.9.2.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the

contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.9.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.9.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.4.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.4.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.11 AUDITS AND RECORDS

H.11.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.11.2 **Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

H.11.3 **Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

a) The proposal for the contract, subcontract, or modification;
b) The discussions conducted on the proposal(s), including those related to negotiating;
c) Pricing of the contract, subcontract, or modification; or
d) Performance of the contract, subcontract or modification.

H.11.4 **Comptroller General**

H.11.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.11.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.11.5 **Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
b) the data reported.

H.11.6 **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until thee (3) years after any resulting final termination settlement; and
b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.11.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under this contract that exceed the small purchase threshold of $100,000, and:

a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
b) For which cost or pricing data are required; or
c) That requires the subcontractor to furnish reports as discussed in H.11.5 of this clause.

H.12 ADVISORY AND ASSISTANCE SERVICES

This contract is a "nonpersonal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this

contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or

related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No._____
with (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope

specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below.

The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior tothe expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

   Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: $2,000,000 per occurrence, including the District of Columbia as additional insured.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Lolisa Simms, Contracting Officer
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: (202) 671-2613

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

(1) An applicable Court Order, if any
(2) Contract document
(3) Standard Contract Provisions
(4) Contract attachments other than the Standard Contract Provisions
(5) RFP, as amended
(6) BAFOs (in order of most recent to earliest)
(7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of $1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 10 dated June 15, 2010)
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov on "Solicitation Attachments"

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

_____

_____

_____

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that:

(a) It operates as:

__ a corporation incorporated under the laws of the state of: _____
__ an individual,
__ a partnership,
__ a nonprofit organization, or
__ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

__ an individual,
__ a joint venture, or
__ a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror_____Date_____

Name_____Title_____

Signature_____

Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____EXCLUDED END PRODUCTS
_____COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

____ No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause13.

_____
_____

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

(i) those prices,
(ii) the intention to submit a contract, or

(iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:

1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

_____

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.8 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

_____

_____

_____

_____

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award multiple award resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and three (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCAM-2011-R-0149, "Maintenance and Repair Services of Emergency Elevators in Various D.C. Government Facilities".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 pm local time on June 29, 2011, Wednesday . Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

(a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

(b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

(c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **six (6)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than six (6) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, specified in Section G.7, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are

subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage's as specified in Section I.8 to:

Lolisa Simms, Contracting Officer
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: 202-671-2613

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact

business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.19.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the

available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Monday, June 22, 2011 at 10:00 am (EST) at the Community Room, 2nd Floor, Reeves Center, 2000 14th Street, NW, Washington, DC 20009. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five (5) calendar days after the pre-proposal conference in order to generate an official answer. Official answers will be posted on the OCP website at www.ocp.dc.gov.

L.21 SITE VISIT

Offerors are advised to attend the site visit in various Groups on the following dates:

June 22, 2011, Monday	1:00pm – 4:00pm	Group 1
June 23, 2011, Tuesday	9:00am – 12:00pm	Group 2
June 23, 2011, Tuesday	1:00pm – 4:00pm	Group 3

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If sub- factors are applied, the offeror's total technical score will be determined by adding the offeror's score for each sub-factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first sub-factor and "Poor" for the second sub-factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub-factor plus 1/5 of 20 or 4 for the second sub-factor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

ASSESMENT CATEGORY	SPECIFIC REQUIREMENT	POINT VALUE
M.3.1 Technical Criteria	1) PAST PERFORMANCE a) Describe and explain your organization's role in engineering, maintenance and repair of emergency generators. State what services your company directly provided. Provide contract numbers, title, agency/organization, description of project, dollar amount, performance period, copy of any performance evaluations or customer reviews, contact person(s) and verifiable contact person(s) telephone numbers and email addresses. **(10 points based on quantity; and superior/exemplary documented experience).** b) Provide **4** letters of recommendation from government agencies or organizations of similar size, specifications and magnitude to the group/s your organization proposes to service. **(10 points based on a combination of quantity, quality and exemplary references).**	**20 points**
	2) TECHNICAL EXPERTISE a) Provide **4** key technical staff resumes which support technical knowledge, experience and expertise in the field of emergency generator maintenance and repair. Each resume must include verifiable references. **(5 points based on quantity; and documentation that supports high level of expertise of staff members).** b) Provide all proof of certification, education and training of all key staff identified above. **(5 points based on completeness, relevant and qualified certifications and training for all key technical staff).** c) In reference to Past Performance, describe **4** types of problems encountered and your actions to correct those problems during the performance period(s), and contract terms listed. **(5 points based on relevance, challenge and practicality of problems and the success of detailed methods used to correct those problems).**	**15 points**

	3) QUALITY ASSURANCE AND COST CONTROL PLAN The Offeror must demonstrate a plan that clearly identifies and describes the proposed methods of assuring performance goals are attained at a reasonable and controlled cost. The plan must clearly identify how the Offeror will assure own employees/subcontractors adhere to cost, performance, schedule and quality measures; and demonstrate meaningful metrics to measure performance and service quality. The plan must detail not only what measures are taken to provide quality services at a reasonable and controlled cost, but also, how the offeror will execute the plan and must also include the following: **(10 points based on qualitative detail of applicable, proposed methods of quality guarantee and cost controls).** a) Detailed procedures and guidelines set forth by the key staff and management to ensure that all DRES work will be executed with a maximum level of efficiency, cost effectiveness and diligence. **(5 points based on offeror's ability to demonstrate efficacy of service and ability to meet DRES needs based on scope of services and measurable and strategic guidelines to meet the challenges and goals of DRES).** b) A proposed list manufacturers and suppliers vendors would use to ensure optimum parts performance and cost effectiveness, and why offeror believes these vendors will help enhance quality of services and control costs. **(5 points based on offeror's ability to demonstrate efficiency and cost effectiveness of suppliers).** c) A communications plan that provides avenues and technological measures vendor(s) will utilize in order to remain in constant contact with the District and how they will provide the District updates as to project status; and correspondence regarding billing and proposals. **(5 points based on offeror's exemplary/superior technical communications and service channels).**	**25 points**
	4) CONTRACTOR AND PUBLIC SAFETY a) In expository form, describe comprehensively your practices and procedures that ensures emergency	**20 points**

	generators are maintained at maximum operations and capacity for maximum safety of residents, employees, guests, and vendor staff and particular measures taken to enhance and guarantee safety of work. **(7 points based on maintenance and safety guarantees).** b) Provide safety training records, certifications and/or awards. **(7 points based on applicable safety training and certifications of key staff and/or organization).** c) Explain proposed procedures and requirements necessary for optimal safety with regard to initial assessments. Outline each detail that will be checked and how parts and operations of each generator will be measured. **(6 points based on determination efficacy and quality of initial assessments).**	
M.3.2 Price Criterion	The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score: Lowest price proposal ---------- x weight = Evaluated price score Price of proposal being evaluated	**20 points**
M.3.3 Preference Points	Preference Points Awarded in accordance to Section M.5.2	**12 points**
M.3.4 Total Points	Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.	**112 points**

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct

invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.