

SOLICITATION, OFFER, AND AWARD		1. Caption Maintenance & Repair Services for Temperature and Automated Control Systems at Reeves Center		Page of Pages 1 44	
2. Contract Number	3. Solicitation Number DCAM-2009-B-0108	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 10-Aug-09	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: D.C. Department of Real Estate Services Contracting and Procurement Division 2000 14th Street, NW 5th Floor Washington, DC 20009		8. Address Offer to: Office of Contracting and Procurement The Bid Room Counter 2000 14th Street, NW 3rd Floor Washington, DC 20009			

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

SOLICITATION

9. Sealed offers in original and 2 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. local time 10-Sep-09
(Hour) (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 Janet Concepcion	B. Telephone (Area Code) 202 (Number) 671-2342 (Ext)	C. E-mail Address janet.concepcion@dc.gov
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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 %
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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 <input type="checkbox"/>	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

SECTION B

UNIT PRICE SCHEDULE

B.1 The District of Columbia, Department of Real Estate Services, Contracting and Procurement Division on behalf of the Facilities Division, is seeking a contractor to provide Maintenance and Repair Services for Temperature and Automated Control Systems at the Frank D. Reeves Center located at 2000 – 14th Street, NW, Washington, DC, as listed under **Section “C”**.

B.2 **TYPE OF CONTRACT:**

The District contemplates award of a Fixed Price Contract with a Cost Reimbursement Component.

B.3 **FIXED PRICE**

The contract shall be performed in accordance to the requirements in **Section “C”** for the maintenance and repair services of temperature and automated control systems at the Frank D. Reeves Center. The contractor shall be paid for maintenance and repair services on a monthly basis. At the end of each calendar month, the contractor shall submit a partial payment request for the fixed price portion of the contract in addition to any cost reimbursement repair work done.

B.4 **COST REIMBURSEMENT**

Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional repair 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 with the mechanic and helper bid prices. No repair work shall be done unless it is discussed with and approved in advance and in writing by the Contracting Officer’s Technical Representative (COTR). 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 COTR.

B.4 BASE YEAR

CLIN	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
0001	\$_____/MONTH	12 MONTHS	\$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS			
0002	\$_____/HOUR	200 HOURS	\$
0003	\$_____/HOUR	150 HOURS	\$
0004	\$_____/HOUR	50 HOURS	\$
0005	MATERIAL COST CEILING	NOT TO EXCEED	\$ 30,000.00
SUBTOTAL			\$
0006	TOTAL – BASE YEAR		\$

B.5 OPTION YEAR 1

CLIN	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
1001	\$_____/MONTH	12 MONTHS	\$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS			
1002	\$_____/HOUR	200 HOURS	\$
1003	\$_____/HOUR	150 HOURS	\$
1004	\$_____/HOUR	50 HOURS	\$
1005	MATERIAL COST CEILING	NOT TO EXCEED	\$ 30,000.00
SUBTOTAL			\$
1006	TOTAL – OPTION YEAR 1		\$

B.6 OPTION YEAR 2

CLIN	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
2001	\$ _____/MONTH	12 MONTHS	\$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS			
2002	\$ _____/HOUR	200 HOURS	\$
2003	\$ _____/HOUR	150 HOURS	\$
2004	\$ _____/HOUR	50 HOURS	\$
2005	MATERIAL COST CEILING	NOT TO EXCEED	\$ 30,000.00
SUBTOTAL			\$
2006	TOTAL – OPTION YEAR 2		\$

B.7 OPTION YEAR 3

CLIN	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
3001	\$ _____/MONTH	12 MONTHS	\$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS			
3002	\$ _____/HOUR	200 HOURS	\$
3003	\$ _____/HOUR	150 HOURS	\$
3004	\$ _____/HOUR	50 HOURS	\$
3005	MATERIAL COST CEILING	NOT TO EXCEED	\$ 30,000.00
SUBTOTAL			\$
3006	TOTAL – OPTION YEAR 3		\$

B.8 OPTION YEAR 4

CLIN	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
4001	\$ _____/MONTH	12 MONTHS	\$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS			
4002	\$ _____/HOUR	200 HOURS	\$
4003	\$ _____/HOUR	150 HOURS	\$
4004	\$ _____/HOUR	50 HOURS	\$
4005	MATERIAL COST CEILING	NOT TO EXCEED	\$ 30,000.00
SUBTOTAL			\$
4006	TOTAL – OPTION YEAR 4		\$
4007	GRANDTOTAL FOR FIVE YEARS (0006 + 1006 + 2006 + 3006 + 4006)		\$

SECTION C

TECHNICAL SPECIFICATIONS

C.1 SCOPE OF WORK:

- C.1.1** Work under this contract consists of furnishing all labor, materials, tools and equipment for maintenance and repair services for temperature and automated control systems at the Frank D. Reeves Center located at 2000-14th Street, NW, DC. All work shall be performed in accordance with **Section “C”**, as specified herein and as recommended by the manufacturer.
- C.1.2** The facilities under this contract may contain asbestos. The contractor is warned not to disturb any asbestos material during 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 Environmental Protection Agency (EPA), and other Federal and district Rules and Regulations.
- C.1.3** Upon discovery of any asbestos, the contractor shall immediately notify the Contracting Officer’s Technical Representative (COTR) in writing. The COTR shall initiate appropriate action to either abate the asbestos or encapsulate it so that it will be safe to work in affected areas.

C.2 REQUIREMENTS:

- C.2.1** The contractor shall provide, as listed in **Section “B”**, annual preventive maintenance services for the temperature and automated control systems, in accordance with the terms and conditions of this contract. The contractor shall also provide the preventive maintenance services for each equipment listed in **Section C.11**, in accordance with the temperature and automated control systems equipment manufacturer’s recommendations.
- C.2.2** The temperature and air control system shall include all components of the control air system, air compressors, filter dryers, etc. However, room thermostats, humidistat’s, air piping, fan coil control valves (heating and cooling), and writing shall be excluded from the contractor’s responsibility.

C.3 GENERAL INFORMATION

- C.3.1** This section details the requirements in regard to rendering preventive maintenance service for the temperature and automated control systems equipment at the Frank D. Reeves Center. The contractor shall be responsible to comply with any and all requirements and in conjunction with other contractual obligations stated elsewhere under this contract in order to maintain the temperature and automated control systems equipment in satisfactory working condition at all times.

C.3.2 Reference paragraph C.11, “Equipment List” and C.12, “Electronic Equipment”, of the number and model of the equipment covered under this maintenance contract.

C.4 **EXECUTION OF WORK FOR PREVENTIVE MAINTENANCE AND COST REIMBURSABLE WORK:**

C.4.1 The contractor shall furnish all labor, plant and material, do all work, furnish all accessories and do everything that is necessary to carry out the contract in good faith by keeping the temperature and automated control system equipment in good working order, utilizing materials of like design and composition to those originally supplied and installed with accurate workmanship, skillfully fitted and properly connected.

C.4.2 All work shall conform with the District of Columbia codes and regulations which is stipulated by Department of Consumer and Regulatory Affairs (DCRA). The contractor shall obtain all licenses and permits that may be required from the DCRA, Building and Land Regulation Administration (BLRA), located at 941 North Capitol Street, NE., Washington, D.C. 20002, if required, at the contractor’s expense.

C.4.3 The Contractor shall respond to emergencies within twenty-four (24) hours from the time that the repair request was made. Calls received by the contractor before 10:00 a.m. on a regular business day **MUST BE RESPONDED TO** before 10:00 a.m. the following business day.

C.4.4 The contractor shall respond to normal services requests within twenty-four (24) hours of the request. If the request for service is made on a Friday, the contractor shall respond no later than the following Monday, unless Monday is a District Holiday, in which case, Tuesday would be the deadline for responding to the call. Failure to comply with this requirement may cause the COTR to contact another company to provide the required service and the cost shall be deducted from payments due the contractor.

C.4.5 Upon inspection and receipt of a Defect Notice of repairs required from the DCRA’s BLRA, the contractor shall commence work within twenty-four (24) hours of notification and complete the repairs on or before the date specified therein and shall forward a report of compliance to the COTR within twenty-four (24) hours of completing the work.

C.4.6 If there is evidence that the contractor has not initiated action to remove the defect(s) noted in the Defect Notice, which is issued by the DCRA Inspector, upon receipt of the second notice, the District may take over the work and have it accomplished by another contractor(s) and the cost of the work will be deducted from payments due the contractor if it is determined that the work is within the scope of the contract.

C.4.7 All work shall be performed by a skilled Control Technician and supervised by someone who is fully experienced in repairs and maintenance operation of the various types of equipment and building system control.

C.4.8 The contractor shall make repairs necessary to restore any equipment to a safe and satisfactory operational condition and repairs shall start as soon as possible and expeditiously completed. The contractor shall respond immediately and within twenty-four (24) hours, to call for repairs

unless the COTR chooses to extend the time for making responses. If the contractor fails to start the work after notifications, or, if in the opinion of the COTR, the work is not carried out expeditiously, the COTR may have the repairs completed by some other agency, by contract or otherwise, and charge these services to the contractor. The COTR may extend the time for starting the work should the circumstances warrant.

C.4.9 The contractor shall provide maintenance and emergency service continuously throughout the entire contract period. Contractors shall provide a emergency contact number for service.

C.4.10 The contractor shall provide emergency call-back service consisting of a response within twenty-four (24) hours to emergency requests by telephone or otherwise, from the COTR or designee, if trouble of an emergency nature develops between regular examinations, on any day of the week, at any hour, day or night. Failure to respond may be cause for the COTR, at his opinion, to call another company to service the equipment and the cost of such service shall be deducted from payments due the contractor.

C.4.11 The necessity of continuous equipment use requires prompt service, therefore, the contractor shall respond immediately to notices and calls for emergency repairs made by the COTR. If the contractor fails to start work within 2 hours after notification, or, if in the opinion of the COTR, the work is not being carried out as expeditiously as possible, the COTR may have the repairs completed by some other party and the cost of these services will be deducted from payments due to contractor.

C.5 **DESCRIPTION OF WORK FOR PREVENTIVE MAINTENANCE OF THE TEMPERATURE AND AUTOMATED CONTROL SYSTEMS:**

C.5.1 The work described below applies to the equipment at the Frank D. Reeves Center. The contractor shall perform his work and maintain the equipment in compliance with D.C. Codes and National Fire Codes.

C.5.2 All temperature and automated control systems equipment shall be maintained in satisfactory working condition at all times. Additional equipment which is not covered by this contract may be added by change order(s).

C.5.3 The contractor shall repair, adjust or replace parts as they become necessary.

C.5.4 The contractor shall inform the COTR of any necessary repairs and replacement of parts beyond the (preventive maintenance) scope of the contract which need immediate attention, including an explanation as to the reason such repair is recommended. The intent of the contract is to perform the required preventive maintenance work in order to prevent major breakdowns of the systems, and in care of equipment failure contractor shall restore system to normal operation within 24 hours or according to agreement with COTR directive.

C.5.5 The contractor shall repair any malfunctions of the equipment as quickly as possible in order to minimize the duration that the facility is without service.

- C.5.6** The contractor shall perform every necessary preventive maintenance service, as recommended by the manufacturer, to keep the entire system in excellent operating condition. Following are the minimum requirements for this maintenance work.
- C.5.6.1** Each preventive maintenance call shall be scheduled by a computer-prepared service report detailing exactly what tasks to perform in order to maintain both systems at optimum comfort and efficiency levels.
- C.5.6.2** Maintenance intervals will be determined by equipment run time, application, location, and manufacturer's specifications.
- C.5.6.3** Maintenance tasks for the automation system shall include analysis examination, adjustment, calibration and cleaning of all central (main frame), remote (peripheral), and interface systems.
- C.5.6.4** System analysis, with emphasis on operational integrity and mechanical subsystems correlation, will be completed at established intervals.
- C.5.6.5** After each service call is signed off, details from the completed service report will be re-entered in the computer data bank to assure closed-loop performance control and continuous program updating.
- C.5.6.6** The contractor will replace worn, failed, or doubtful components and parts. Replacement parts will be original manufacturer replacement parts or approved replacement by the COTR or designee.
- C.5.6.7** The contractor shall inform COTR, by means of written proposal, the costs of repairs of any outstanding defects or adjustments needed to bring any system up to 100% operation after your annual condition report and after any call for emergency service.
- C.5.6.8** The contractor shall have ample and complete stock of replacement parts sufficient for normal maintenance and repair of all temperature and automated control systems. All new parts shall be genuine original manufacturer's parts or manufacturer's approved replacement parts. All replacement parts that does not conform to these specifications shall not be approved by the COTR.
- C.5.7** The temperature control system shall be inspected, tested and kept up to manufacturer's specifications on a bi-weekly basis and bi-weekly reports must be submitted, in writing, to the COTR. As much as possible, this maintenance will be scheduled on the same days of the week and month, respectively.
- C.5.8** The contractor shall inform the COTR or designee of any repairs and replacement of parts beyond the scope of the contract which need immediate attention, to minimize excessive costs to the District of Columbia in the future, including an explanation as to the reason such repair is recommended.

- C.5.9** The contractor shall answer all service calls promptly and inform the COTR of any delay beyond the contractor's control.
- C.5.10** The contractor shall correct malfunctions to the system(s) as soon as possible, possibly at the job site.
- C.5.11** The contractor shall accomplish all repairs within twenty-four (24) hours upon notification by the District.
- C.5.12** When it becomes necessary to replace component part(s) of the system(s), the contractor shall provide temporary facilities, if necessary, until such time that the new parts become available. This procedure does not excuse the contractor for any delay to furnish and install parts of like design and composition to the existing system(s).
- C.5.13** All call-back services shall be rendered without charge to the government when performed during regular work days. Failure to comply with the above will necessitate the COTR to have work performed by others and deducting the cost from payments due the contractor.

NOTE: The contractor shall be responsible for the first \$250.00 for any repairs per occurrence and/or trouble calls, regardless of the number of repairs or calls under this contract (for example: If the bill is \$250.00, the contractor will be responsible. If any of the bills are over \$250.00, the District will compensate the contractor the difference between the amount of the bill and the \$250.00 deductible).

C.6 MATERIALS

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

C.8 STANDARDS

Unless otherwise specified in writing, all materials, design clearances, construction, workmanship and tests shall conform to all applicable D.C. codes and other related Codes.

C.9 WORKMANSHIP

The contractor shall examine all systems covered under this contract to assure proper functioning of the system and remove all possible defects in the systems. All work shall conform with the District of Columbia Codes and Regulations. The contractor shall do whatever is necessary to carry-out the contract in good faith which includes having both systems and all controls in good working order, utilizing material of like design and composition to those originally supplied (unless directed by the COTR to the contrary), and installed with accurate workmanship, skillfully fitted and properly connected.

C.10 AS-BUILT WIRING DIAGRAMS:

The contractor shall furnish two (2) sets of complete “As-Built” wiring diagrams, including necessary straight line diagrams of all changes made during this contract, showing electrical connections, functions, and sequence of operation of all apparatus and equipment connected with the temperature and automated control systems. They shall include cuts where necessary to identify parts and part numbers. Each device or wiring diagram shall be properly identified by name, letter, or standard symbol, identical with markings or devices on controller panels. Therefore, a list of devices, together with identifying markings, shall be provided on the wiring diagrams.

C.11 EQUIPMENT LIST:

Equipment	Quantity	Manufacturer	Model/Serial#	Location
Microprocessor	1	Johnson Controls	JC-85/20 CPU 401	Engineer’s Office
Printer	1	Johnson Controls	KPR-101	Engineer’s Office
Annunciator	1	Johnson Controls	ACT-101	Fire Control Room
Projector	1	Bell and Howell	M-850	Engineer’s Office
Intercom	30	Dukane	4A1460	Throughout M.E.R.s
Intercom	1	Dukane	4A881	Throughout M.E.R.s
FPU’s	19	Johnson Controls	4274-34-13	Throughout M.E.R.s

C.12 ELECTRONIC EQUIPMENT

Equipment	Quantity	Manufacturer	Location
Start/Stop Points	144	Johnson Controls	Throughout M.E.R.s
Analog Points	122	Johnson Controls	Throughout M.E.R.s
Reset Points	3	Johnson Controls	Throughout M.E.R.s
Elements	127	Johnson Controls	Throughout M.E.R.s
Relays and Auxiliary Devices	182	Johnson Controls	Throughout M.E.R.s
Dew Cell	1	Johnson Controls	Throughout M.E.R.s
Flow Controls	3	Johnson Controls	Throughout M.E.R.s

SECTION D

PACKAGING AND MARKING

The packaging and marking requirements for the resultant 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.

SECTION E

INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number 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.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT:

F.1.1 The term of the contract shall be for a period of one year from the date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT:

F.2.1 The government may extend the term of this contract for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the government shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the government 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 notice requirements by providing a written notice to the Contracting Officer.

F.2.2 The price for the option period shall be as specified in the contract.

F.2.3 If the government exercises this option, the extended contract shall be considered to include this option provision.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.4.5	Compliance Report	1	Hard copy and Electronically	Within 2 days after completion of work	COTR
C.5.6.7	Annual Condition Report	1	Hard copy and Electronically	Within 30 days after the annual systems assessment	COTR
C.5.7	Bi-weekly Inspection Report	1	Hard copy and Electronically	Within 2 days after the bi-weekly inspection	COTR
C.10	"As-built" Wiring Diagram	1	Hard copy and Electronically	Within 30 days after the wiring diagram was changed	COTR

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in Paragraph H.3.5 of this contract that 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, final payment to the Contractor may not be paid.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT:

G.1.1 The District shall make payments to the Contractor upon the submission of proper invoices or vouchers at the prices stipulated in this contract for supplies delivered and accepted and/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. Invoices shall be prepared in duplicate and be submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the COTR's address shown in this Section, paragraph G.5. The address of the CFO is:

Agency Chief Financial Officer
441 - 4th Street, NW, Suite 890 North
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 (Contractors shall date invoices on 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.3.5.

G.3.2 No final payment shall be made to the Contractor until the 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.

G4 **PAYMENT**

Payment will be based on the unit prices listed in Section B.

G5 **ASSIGNMENT OF CONTRACT PAYMENTS**

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

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.7 **CONTRACTING OFFICER (CO):**

G.7.1 Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this contract is:

Diane Wooden, Contracting Officer
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 - 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: (202) 671-2405

G.8 **AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (CO):**

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 direction 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 OFFICER’S TECHNICAL REPRESENTATIVE (COTR):**

G.9.1 The COTR shall be responsible for ensuring the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These may include but not be limited to:

G.9.1.1 Keeping the Contracting Officer (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 Reviewing and approving invoices includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions; and

G.9.1.3 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

G.9.2 The COTR shall not have the authority to:

G.9.2.1 Grant deviations from or waive any of the terms and conditions of the contract;

G.9.2.2 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;

G.9.2.3 Change the period of performance; or

G.9.2.4 Authorize the furnishing of District property, except as specified under the contract.

G.9.3 The name, address and telephone number of the COTR for this contract is:

Elisabetta Rush
D.C. Department of Real Estate Services
Facilities Division
2000 14th Street, 8th Floor
Washington, DC 20009
Telephone (202) 671-0559

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer 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.2 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 COTR designated in subsection G.9 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 COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. 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.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 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.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) 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 Department of Employment Services (“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.3.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying 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.3.4 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.3.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 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.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer 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.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer 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 the contract any decision of the Contracting Officer pursuant to this section H.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.4.1 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.4.1.1 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.4.2 The Contractor shall negotiate an Employment Agreement with the 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.5 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the 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.7 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 program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.8 DISTRICT RESPONSIBILITIES

H.8.1 The District will reimburse the Contractor for expert witness testimony to include travel and logging.

H.8.2 The District will reimburse the Contractor, with respect to “No-Show” fees for expert witness testimony relating to the contract.

H.9 CONTRACTOR RESPONSIBILITIES

H.9.1 The Contractor shall make available within three business (3) days of notification from the COTR, any individual performing work hereunder to provide testimony or other services related thereto. This individual must be or a licensed clinical director or their comparably qualified individual to testify on behalf of DCHR in any judicial and or administrative hearings, or (b) other services, including but not limited to litigation packages, related to support of litigation or administrative hearings.

H.9.2 The Contractor shall be responsible for maintaining accurate residency information, past and current, of its employees, in connection with any testing which may be involved in legal proceedings (this applies to key personnel such as Directors, Managers and Supervisors, and to all Contractor's employees who were performing work under this Contract).

H.9.3 The Contractor shall make available their laboratory facility for inspection prior to contract award and anytime thereafter; without notice from the COTR or his/her designate for the duration of the contract.

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 resulting from this solicitation. 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

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed 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 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.6 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 Contracting Officer. 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.7 INSURANCE

I.7.1 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 submit a Certificate of Insurance giving evidence of the required coverage prior to issuance of award. 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; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; \$ 2,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
3. Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; \$2,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
4. 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.

5. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.
6. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence.
7. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.
8. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
9. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

I.7.2 DURATION. Except as proved in I.7.1, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.7.3 CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.7.4 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.

I.8 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.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.9 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.10 DISCRIMINATION CLAUSES:

I.10.1 Anti-Discrimination Clause:

The Contractor:

I.10.1.1 Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

I.10.1.2 Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

I.10.1.3 Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.10.2 Non-Discrimination Clause:

I.10.2.1 The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

I.10.2.2 Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

I.10.2.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

I.10.2.2.2 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

I.10.2.2.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections I.10.2.2.1 and I.10.2.2.2 concerning non-discrimination and affirmative action.

I.10.2.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.10.2.2.2.

I.10.2.2.5 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising **the said labor union or workers'** representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I.10.2.2.6 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

I.11.2.2.7 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

I.10.2.2.8 The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.10.2.2.1 through I.10.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

I.10.2.2.9 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.11 AUDITS, RECORDS, AND RECORD RETENTION:

I.11.1 At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

I.11.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

I.11.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

I.11.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.

I.11.5 Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

I.11.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

I.11.7 In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, January 2007, and the provisions of this clause, the Standard Contract Provisions shall prevail.

I.12 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov.

I.12.1 WAY TO WORK AMENDMENT ACT OF 2006

I.12.1.1 Except as described in I.12.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 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.

I.12.1.2 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.

I.12.1.3 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.

I.12.1.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

I.12.1.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.3 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor all 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.

I.12.1.6 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.

I.12.1.7 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.*

I.12.1.8 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;

SECTION J

LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Revision No. 8, Dated 05/26/2009

J.1.2 Mayor's Order No. 83-265 Dated November 9, 1983
Employment Agreement Goals And Objectives For All District of Columbia Projects

J.1.3 The Living Wage Act Notice and Fact Sheet

J.2 INCORPORATED ATTACHMENTS (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.*)

J.2.1 E.E.O. Information and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

J.2.4 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007

J.2.5 LSDBE Certification Package (Bidders shall contact the Department of Small and Local Business Development for the package)

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, 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 bidder is a foreign entity, it operates as:

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

K.2 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 bidder 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.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The

Maintenance & Repair Services for
Temperature and Automated Control
Systems at the Frank D. Reeves Center

DCAM-2009-B-0108

above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 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.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the bidder 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 bidder 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 Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the bidder'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 bidder's organization);

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

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

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.2.

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends, but is not obligated, to award one contract resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCAM-2009-B-0108 – Maintenance and Repair Services for Temperature and Automated Control Systems at the Frank D. Reeves Center".
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 PRE-BID CONFERENCE AND SITE VISIT:

- L.3.1** A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held promptly at **9:00 a.m. on Wednesday, August 19, 2009** at the following address:

2000 14th Street NW, 2nd Floor
Community Room
Washington, DC 20009

- L.3.2** Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid

Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

- L.3.3** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid 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-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will also be posted on the OCP website at www.ocp.dc.gov.
- L.3.4** Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District.
- L.3.5** Following the pre-bid conference, a site visit is scheduled on the same day, **August 19, 2009, 10:00 a.m. – 11:00 a.m.** The technical engineer will escort the group to the site. For further information regarding the site visit, the prospective bidders are encouraged to contact the Technical Engineer:

*Gregory Minor
D.C. Department of Real Estate Services
2000 14th Street, NW 8th Floor
Washington, DC 20009
Telephone (202) 438-5397*

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 P.M (Local Time) on September 10, 2009.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

- L.6.1** Bids, modifications to bids, 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 bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, D.C. Real Estate Services, Contracting and Procurement Division, 2000 14th Street NW, 5th Floor, Washington DC 20009 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 bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder 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 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids 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.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder 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.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 BIDS WITH OPTION YEARS

L.14.1 The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

L.14.2 The bidder agrees that its bid remains valid for a period of 90 days from the solicitation's closing date.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder 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.16 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the 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.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.16.2** 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.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.16.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

SECTION M

EVALUATION FACTORS

M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident Business Owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone:

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprises Development and Assistance Act of 2005” (the Act”), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1.1 GENERAL PREFERENCES

For evaluation purposes, the allowable preferences under the Act for this procurement is as follows:

- M.1.1.1.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (“SBE”) certified by the Small and Local Business Opportunity Commission (“SLBOC”) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.1.1.2** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.3** Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.1.1.1.6 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.1.2 APPLICATION OF PREFERENCES

The preferences shall be applicable to prime Contractors as follows:

M.1.2.1 Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (“IFB”) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (“RFP”).

M.1.2.2 Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (“IFB”) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to a Request for Proposals (“RFP”).

M.1.2.3 Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an Invitation for Bids (“IFB”) or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to a Request for Proposals (“RFP”).

M.1.2.4 Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (“IFB”) or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (“RFP”).

M.1.2.5 Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an Invitation for Bids (“IFB”) or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to a Request for Proposals (“RFP”).

M.1.2.6 Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an Invitation for Bids (“IFB”) or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to a Request for Proposals (“RFP”).

M.1.3 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 for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a one hundred (100) point scale for proposals submitted in response to a RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprise.

M.1.4 PREFERENCES FOR CERTIFIED JOINT VENTURES

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

M.1.5 VENDOR SUBMISSIONS FOR PREFERENCES

M.1.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preferences being sought:

M.1.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.5.1.2 Evidence of the vendor's or joint ventures provisional certification by the DSLD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.1.5.2 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: LSDBE Certification Program
441 - 4th Street, NW, Suite 970 North
Washington, DC 20001

M.1.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

The District will evaluate bids 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.