SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages	
Maintenance & Repair Services for Emergency Generators	1	58

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCAM-2009-B-0109	X Sealed Bid (IFB) Sealed Proposals (RFP) Sole Source Human Care Agreements Emergency	8/4/2009	X Open Set Aside Open with Sub-Contracting Set Aside

7. Issued By:	8. Address Offer to:
Contracting and Procurement Division D.C. Department of Real Estate Services 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 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. (Hour) local time 3-Sep-09 (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
	Janet Concepcion	202	671-2342		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 %

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

SECTION B

SUPPPLIES OR SERVICES AND PRICE

B.1 The District of Columbia Department of Real Estate Services, Contracting and Procurement Division, is seeking a Contractor to provide Maintenance and Repair Services for Emergency Generators at Various DC Facilities, all located in Washington, DC, as listed under **Section "J"**.

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 annual preventive maintenance services, and in accordance to each emergency generator equipment manufacturer's recommendations. The contractor shall be paid for maintenance services on a monthly basis. At the end of the 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.5 BASE YEAR

GROUP I

CONTRACT LINE ITEM NUMBER (CLIN)	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
0001	D.C. ARMORY	2001 East Capitol St., SE	$_____/MONTH	12 MONTHS	$
0002	JUVENILE PROCESSING	501 New York Ave., N W	$_____/MONTH	12 MONTHS	$
0003	POLICE ACADEMY	4665 Blue Plains Drive, SW	$_____/MONTH	12 MONTHS	$
0004	1ST DISTRICT (PREVIOUS)	415 – 4TH Street, SW	$_____/MONTH	12 MONTHS	$
0005	1ST DISTRICT (CURRENT)	101 M Street, SW	$_____/MONTH	12 MONTHS	$
0006	2ND DISTRICT POLICE HQ	3330 Idaho Avenue, NW	$_____/MONTH	12 MONTHS	$
0007	3RD DISTRICT POLICE HQ	1620 'V' Street, NW	$_____/MONTH	12 MONTHS	$
0008	4TH DISTRICT POLICE HQ	4001 Georgia Avenue, NW	$_____/MONTH	12 MONTHS	$
0009	5TH DISTRICT POLICE HQ	1805 Bladensburg Road, NE	$_____/MONTH	12 MONTHS	$
0010	6TH DISTRICT POLICE HQ	100 – 42ND Street, NE	$_____/MONTH	12 MONTHS	$
0011	7TH DISTRICT POLICE HQ	2455 Alabama Avenue, SE	$_____/MONTH	12 MONTHS	$
0012	YOUTH DIVISION	1700 Rhode Island Avenue, NE	$_____/MONTH	12 MONTHS	$
0013	MUNICIPAL CENTER/ DALY BLDG.	300 Indiana Avenue, NW	$_____/MONTH	12 MONTHS	$
0014	FRANK D. REEVES CENTER	2000 – 14TH Street, NW	$_____/MONTH	12 MONTHS	$
0015	HARBOR BRANCH	550 Water Street, NW	$_____/MONTH	12 MONTHS	$
0016	OLD JUVENILE COURT	410 –'E' Street, NW	$_____/MONTH	12 MONTHS	$
0017	NO. 1 JUDICIARY SQUARE	441 – 4TH Street, NW	$_____/MONTH	12 MONTHS	$

0018	SPECIAL OPERATIONS DIVISION	2301 'L' Street, NW	$_____/MONTH	12 MONTHS	$
0019	STAPLES ARTS	410 – 8TH Street, NW	$_____/MONTH	12 MONTHS	$
0020	RADIO TOWER	4001 Georgia Avenue, NW	$_____/MONTH	12 MONTHS	$
0021	FIRE ALARM HDQRTS	320 McMillan Drive, NW	$_____/MONTH	12 MONTHS	$
0022	B213	2720 MLK Avenue, SE	$_____/MONTH	12 MONTHS	$
0023	801 EAST	2700 MLK Avenue, SE	$_____/MONTH	12 MONTHS	$
0024		1355 New York Ave., NE	$_____/MONTH	12 MONTHS	$
0025	ADAMS PLACE	2210 Adams Place, NE	$_____/MONTH	12 MONTHS	$
0026	FEDERAL CITY SHELTER	425 2nd Street, NW	$_____/MONTH	12 MONTHS	$
0027	BUNDY BUILDING	429 O Street, NW	$_____/MONTH	12 MONTHS	$
SUBTOTAL					$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
0028	MECHANIC		$_____/HOUR	150 HOURS	$
0029	HELPER		$_____/HOUR	100 HOURS	$
0030	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
0031	MATERIAL COST CEILING			NOT TO EXCEED	$ 10,000.00
0032	TOTAL – GROUP I				$

GROUP II

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
0033	D.C. RECORDS CENTER	1300 Naylor Court, NW	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
0034	MECHANIC		$_____/HOUR	50 HOURS	$
0035	HELPER		$_____/HOUR	25 HOURS	$
0036	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
0037	MATERIAL COST CEILING			NOT TO EXCEED	$ 3,000.00
0038	TOTAL – GROUP II				$

GROUP III

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
0039	D.C. GENERAL	1910 Massachusetts Ave., SE	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
0040	MECHANIC		$_____/HOUR	100 HOURS	$
0041	HELPER		$_____/HOUR	50 HOURS	$
0042	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	100 HOURS	$
SUBTOTAL					$
0043	MATERIAL COST CEILING			NOT TO EXCEED	$ 5,000.00
0044	TOTAL – GROUP III				$

GROUP IV

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
0045	ELECTRIC SERVICE DIVISION	1338 G STREET, SW	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
0046	MECHANIC		$_____/HOUR	50 HOURS	$
0047	HELPER		$_____/HOUR	25 HOURS	$
0048	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
0049	MATERIAL COST CEILING			NOT TO EXCEED	$ 3,000.00
0050	TOTAL – GROUP IV				$
0051	GRAND TOTAL – BASE YEAR (CLINs 0032 + 0038 + 0044 + 0050)				$

B.6 OPTION YEAR 1

GROUP I

CONTRACT LINE ITEM NUMBER (CLIN)	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
1001	D.C. ARMORY	2001 East Capitol St., SE	$_____/MONTH	12 MONTHS	$
1002	JUVENILE PROCESSING	501 New York Ave., N W	$_____/MONTH	12 MONTHS	$
1003	POLICE ACADEMY	4665 Blue Plains Drive, SW	$_____/MONTH	12 MONTHS	$
1004	1ST DISTRICT (PREVIOUS)	415 – 4TH Street, SW	$_____/MONTH	12 MONTHS	$
1005	1ST DISTRICT (CURRENT)	101 M Street, SW	$_____/MONTH	12 MONTHS	$
1006	2ND DISTRICT POLICE HQ	3330 Idaho Avenue, NW	$_____/MONTH	12 MONTHS	$
1007	3RD DISTRICT POLICE HQ	1620 'V' Street, NW	$_____/MONTH	12 MONTHS	$
1008	4TH DISTRICT POLICE HQ	4001 Georgia Avenue, NW	$_____/MONTH	12 MONTHS	$
1009	5TH DISTRICT POLICE HQ	1805 Bladensburg Road, NE	$_____/MONTH	12 MONTHS	$
1010	6TH DISTRICT POLICE HQ	100 – 42ND Street, NE	$_____/MONTH	12 MONTHS	$
1011	7TH DISTRICT POLICE HQ	2455 Alabama Avenue, SE	$_____/MONTH	12 MONTHS	$
1012	YOUTH DIVISION	1700 Rhode Island Avenue, NE	$_____/MONTH	12 MONTHS	$
1013	MUNICIPAL CENTER/ DALY BLDG.	300 Indiana Avenue, NW	$_____/MONTH	12 MONTHS	$
1014	FRANK D. REEVES CENTER	2000 – 14TH Street, NW	$_____/MONTH	12 MONTHS	$
1015	HARBOR BRANCH	550 Water Street, NW	$_____/MONTH	12 MONTHS	$
1016	OLD JUVENILE COURT	410 –'E' Street, NW	$_____/MONTH	12 MONTHS	$

1017	NO. 1 JUDICIARY SQUARE	441 – 4TH Street, NW	$_____/MONTH	12 MONTHS	$
1018	SPECIAL OPERATIONS DIVISION	2301 'L' Street, NW	$_____/MONTH	12 MONTHS	$
1019	STAPLES ARTS	410 – 8TH Street, NW	$_____/MONTH	12 MONTHS	$
1020	RADIO TOWER	4001 Georgia Avenue, NW	$_____/MONTH	12 MONTHS	$
1021	FIRE ALARM HDQRTS	320 McMillan Drive, NW	$_____/MONTH	12 MONTHS	$
1022	B213	2720 MLK Avenue, SE	$_____/MONTH	12 MONTHS	$
1023	801 EAST	2700 MLK Avenue, SE	$_____/MONTH	12 MONTHS	$
1024		1355 New York Ave., NE	$_____/MONTH	12 MONTHS	$
1025	ADAMS PLACE	2210 Adams Place, NE	$_____/MONTH	12 MONTHS	$
1026	FEDERAL CITY SHELTER	425 2nd Street, NW	$_____/MONTH	12 MONTHS	$
1027	BUNDY BUILDING	429 O Street, NW	$_____/MONTH	12 MONTHS	$
SUBTOTAL					$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
1028	MECHANIC		$_____/HOUR	175 HOURS	$
1029	HELPER		$_____/HOUR	125 HOURS	$
1030	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
1031	MATERIAL COST CEILING			NOT TO EXCEED	$ 10,000.00
1032	TOTAL – GROUP I				$

GROUP II

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
1033	D.C. RECORDS CENTER	1300 Naylor Court, NW	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
1034	MECHANIC		$_____/HOUR	50 HOURS	$
1035	HELPER		$_____/HOUR	25 HOURS	$
1036	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
1037	MATERIAL COST CEILING			NOT TO EXCEED	$ 3,000.00
1038	TOTAL – GROUP II				$

GROUP III

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
1039	D.C. GENERAL	1910 Massachusetts Ave., SE	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
1040	MECHANIC		$_____/HOUR	100 HOURS	$
1041	HELPER		$_____/HOUR	50 HOURS	$
1042	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	100 HOURS	$
SUBTOTAL					$
1043	MATERIAL COST CEILING			NOT TO EXCEED	$ 5,000.00
1044	TOTAL – GROUP III				$

GROUP IV

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
1045	ELECTRIC SERVICE DIVISION	1338 G STREET, SW	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
1046	MECHANIC		$_____/HOUR	50 HOURS	$
1047	HELPER		$_____/HOUR	25 HOURS	$
1048	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
1049	MATERIAL COST CEILING			NOT TO EXCEED	$ 3,000.00
1050	TOTAL – GROUP IV				$
1051	GRAND TOTAL – OPTION YEAR 1 (CLINs 1032 + 1038 + 1044 + 1050)				$

B.7 OPTION YEAR 2

GROUP I

CONTRACT LINE ITEM NUMBER (CLIN)	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
2001	D.C. ARMORY	2001 East Capitol St., SE	$_____/MONTH	12 MONTHS	$
2002	JUVENILE PROCESSING	501 New York Ave., N W	$_____/MONTH	12 MONTHS	$
2003	POLICE ACADEMY	4665 Blue Plains Drive, SW	$_____/MONTH	12 MONTHS	$
2004	1ST DISTRICT (PREVIOUS)	415 – 4TH Street, SW	$_____/MONTH	12 MONTHS	$
2005	1ST DISTRICT (CURRENT)	101 M Street, SW	$_____/MONTH	12 MONTHS	$
2006	2ND DISTRICT POLICE HQ	3330 Idaho Avenue, NW	$_____/MONTH	12 MONTHS	$
2007	3RD DISTRICT POLICE HQ	1620 'V' Street, NW	$_____/MONTH	12 MONTHS	$
2008	4TH DISTRICT POLICE HQ	4001 Georgia Avenue, NW	$_____/MONTH	12 MONTHS	$
2009	5TH DISTRICT POLICE HQ	1805 Bladensburg Road, NE	$_____/MONTH	12 MONTHS	$
2010	6TH DISTRICT POLICE HQ	100 – 42ND Street, NE	$_____/MONTH	12 MONTHS	$
2011	7TH DISTRICT POLICE HQ	2455 Alabama Avenue, SE	$_____/MONTH	12 MONTHS	$
2012	YOUTH DIVISION	1700 Rhode Island Avenue, NE	$_____/MONTH	12 MONTHS	$
2013	MUNICIPAL CENTER/ DALY BLDG.	300 Indiana Avenue, NW	$_____/MONTH	12 MONTHS	$
2014	FRANK D. REEVES CENTER	2000 – 14TH Street, NW	$_____/MONTH	12 MONTHS	$
2015	HARBOR BRANCH	550 Water Street, NW	$_____/MONTH	12 MONTHS	$
2016	OLD JUVENILE COURT	410 –'E' Street, NW	$_____/MONTH	12 MONTHS	$
2017	NO. 1 JUDICIARY SQUARE	441 – 4TH Street, NW	$_____/MONTH	12 MONTHS	$

2018	SPECIAL OPERATIONS DIVISION	2301 'L' Street, NW	$_____/MONTH	12 MONTHS	$
2019	STAPLES ARTS	410 – 8TH Street, NW	$_____/MONTH	12 MONTHS	$
2020	RADIO TOWER	4001 Georgia Avenue, NW	$_____/MONTH	12 MONTHS	$
2021	FIRE ALARM HDQRTS	320 McMillan Drive, NW	$_____/MONTH	12 MONTHS	$
2022	B213	2720 MLK Avenue, SE	$_____/MONTH	12 MONTHS	$
2023	801 EAST	2700 MLK Avenue, SE	$_____/MONTH	12 MONTHS	$
2024		1355 New York Ave., NE	$_____/MONTH	12 MONTHS	$
2025	ADAMS PLACE	2210 Adams Place, NE	$_____/MONTH	12 MONTHS	$
2026	FEDERAL CITY SHELTER	425 2nd Street, NW	$_____/MONTH	12 MONTHS	$
2027	BUNDY BUILDING	429 O Street, NW	$_____/MONTH	12 MONTHS	$
SUBTOTAL					$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
2028	MECHANIC		$_____/HOUR	200 HOURS	$
2029	HELPER		$_____/HOUR	150 HOURS	$
2030	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
2031	MATERIAL COST CEILING			NOT TO EXCEED	$ 10,000.00
2032	TOTAL – GROUP I				$

GROUP II

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
2033	D.C. RECORDS CENTER	1300 Naylor Court, NW	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
2034	MECHANIC		$_____/HOUR	50 HOURS	$
2035	HELPER		$_____/HOUR	25 HOURS	$
2036	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
2037	MATERIAL COST CEILING			NOT TO EXCEED	$ 3,000.00
2038	TOTAL – GROUP II				$

GROUP III

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
2039	D.C. GENERAL	1910 Massachusetts Ave., SE	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
2040	MECHANIC		$_____/HOUR	100 HOURS	$
2041	HELPER		$_____/HOUR	50 HOURS	$
2042	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	100 HOURS	$
SUBTOTAL					$
2043	MATERIAL COST CEILING			NOT TO EXCEED	$ 5,000.00
2044	TOTAL – GROUP III				$

GROUP IV

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
2045	ELECTRIC SERVICE DIVISION	1338 G STREET, SW	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
2046	MECHANIC		$_____/HOUR	50 HOURS	$
2047	HELPER		$_____/HOUR	25 HOURS	$
2048	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
2049	MATERIAL COST CEILING			NOT TO EXCEED	$ 3,000.00
2050	TOTAL – GROUP IV				$
2051	GRAND TOTAL – OPTION YEAR 2 (CLINs 2032 + 2038 + 2044 + 2050)				$

B.8 OPTION YEAR 3

GROUP I

CONTRACT LINE ITEM NUMBER (CLIN)	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
3001	D.C. ARMORY	2001 East Capitol St., SE	$_____/MONTH	12 MONTHS	$
3002	JUVENILE PROCESSING	501 New York Ave., N W	$_____/MONTH	12 MONTHS	$
3003	POLICE ACADEMY	4665 Blue Plains Drive, SW	$_____/MONTH	12 MONTHS	$
3004	1ST DISTRICT (PREVIOUS)	415 – 4TH Street, SW	$_____/MONTH	12 MONTHS	$
3005	1ST DISTRICT (CURRENT)	101 M Street, SW	$_____/MONTH	12 MONTHS	$
3006	2ND DISTRICT POLICE HQ	3330 Idaho Avenue, NW	$_____/MONTH	12 MONTHS	$
3007	3RD DISTRICT POLICE HQ	1620 'V' Street, NW	$_____/MONTH	12 MONTHS	$
3008	4TH DISTRICT POLICE HQ	4001 Georgia Avenue, NW	$_____/MONTH	12 MONTHS	$
3009	5TH DISTRICT POLICE HQ	1805 Bladensburg Road, NE	$_____/MONTH	12 MONTHS	$
3010	6TH DISTRICT POLICE HQ	100 – 42ND Street, NE	$_____/MONTH	12 MONTHS	$
3011	7TH DISTRICT POLICE HQ	2455 Alabama Avenue, SE	$_____/MONTH	12 MONTHS	$
3012	YOUTH DIVISION	1700 Rhode Island Avenue, NE	$_____/MONTH	12 MONTHS	$
3013	MUNICIPAL CENTER/ DALY BLDG.	300 Indiana Avenue, NW	$_____/MONTH	12 MONTHS	$
3014	FRANK D. REEVES CENTER	2000 – 14TH Street, NW	$_____/MONTH	12 MONTHS	$
3015	HARBOR BRANCH	550 Water Street, NW	$_____/MONTH	12 MONTHS	$
3016	OLD JUVENILE COURT	410 –'E' Street, NW	$_____/MONTH	12 MONTHS	$
3017	NO. 1 JUDICIARY SQUARE	441 – 4TH Street, NW	$_____/MONTH	12 MONTHS	$

3018	SPECIAL OPERATIONS DIVISION	2301 'L' Street, NW	$_____/MONTH	12 MONTHS	$
3019	STAPLES ARTS	410 – 8TH Street, NW	$_____/MONTH	12 MONTHS	$
3020	RADIO TOWER	4001 Georgia Avenue, NW	$_____/MONTH	12 MONTHS	$
3021	FIRE ALARM HDQRTS	320 McMillan Drive, NW	$_____/MONTH	12 MONTHS	$
3022	B213	2720 MLK Avenue, SE	$_____/MONTH	12 MONTHS	$
3023	801 EAST	2700 MLK Avenue, SE	$_____/MONTH	12 MONTHS	$
3024		1355 New York Ave., NE	$_____/MONTH	12 MONTHS	$
3025	ADAMS PLACE	2210 Adams Place, NE	$_____/MONTH	12 MONTHS	$
3026	FEDERAL CITY SHELTER	425 2nd Street, NW	$_____/MONTH	12 MONTHS	$
3027	BUNDY BUILDING	429 O Street, NW	$_____/MONTH	12 MONTHS	$
SUBTOTAL					$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
3028	MECHANIC		$_____/HOUR	250 HOURS	$
3029	HELPER		$_____/HOUR	200 HOURS	$
3030	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
3031	MATERIAL COST CEILING			NOT TO EXCEED	$ 10,000.00
3032	TOTAL – GROUP I				$

GROUP II

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
3033	D.C. RECORDS CENTER	1300 Naylor Court, NW	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
3034	MECHANIC		$_____/HOUR	50 HOURS	$
3035	HELPER		$_____/HOUR	25 HOURS	$
3036	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
3037	MATERIAL COST CEILING			NOT TO EXCEED	$ 3,000.00
3038	TOTAL – GROUP II				$

GROUP III

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
3039	D.C. GENERAL	1910 Massachusetts Ave., SE	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
3040	MECHANIC		$_____/HOUR	100 HOURS	$
3041	HELPER		$_____/HOUR	50 HOURS	$
3042	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	100 HOURS	$
SUBTOTAL					$
3043	MATERIAL COST CEILING			NOT TO EXCEED	$ 5,000.00
3044	TOTAL – GROUP III				$

GROUP IV

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
3045	ELECTRIC SERVICE DIVISION	1338 G STREET, SW	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
3046	MECHANIC		$_____/HOUR	50 HOURS	$
3047	HELPER		$_____/HOUR	25 HOURS	$
3048	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
3049	MATERIAL COST CEILING			NOT TO EXCEED	$ 3,000.00
3050	TOTAL – GROUP IV				$
3051	GRAND TOTAL – OPTION YEAR 3 (CLINs 3032 + 3038 + 3044 + 3050)				$

B.9 OPTION YEAR 4

GROUP I

CONTRACT LINE ITEM NUMBER (CLIN)	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
4001	D.C. ARMORY	2001 East Capitol St., SE	$_____/MONTH	12 MONTHS	$
4002	JUVENILE PROCESSING	501 New York Ave., N W	$_____/MONTH	12 MONTHS	$
4003	POLICE ACADEMY	4665 Blue Plains Drive, SW	$_____/MONTH	12 MONTHS	$
4004	1ST DISTRICT (PREVIOUS)	415 – 4TH Street, SW	$_____/MONTH	12 MONTHS	$
4005	1ST DISTRICT (CURRENT)	101 M Street, SW	$_____/MONTH	12 MONTHS	$
4006	2ND DISTRICT POLICE HQ	3330 Idaho Avenue, NW	$_____/MONTH	12 MONTHS	$
4007	3RD DISTRICT POLICE HQ	1620 'V' Street, NW	$_____/MONTH	12 MONTHS	$
4008	4TH DISTRICT POLICE HQ	4001 Georgia Avenue, NW	$_____/MONTH	12 MONTHS	$
4009	5TH DISTRICT POLICE HQ	1805 Bladensburg Road, NE	$_____/MONTH	12 MONTHS	$
4010	6TH DISTRICT POLICE HQ	100 – 42ND Street, NE	$_____/MONTH	12 MONTHS	$
4011	7TH DISTRICT POLICE HQ	2455 Alabama Avenue, SE	$_____/MONTH	12 MONTHS	$
4012	YOUTH DIVISION	1700 Rhode Island Avenue, NE	$_____/MONTH	12 MONTHS	$
4013	MUNICIPAL CENTER/ DALY BLDG.	300 Indiana Avenue, NW	$_____/MONTH	12 MONTHS	$
4014	FRANK D. REEVES CENTER	2000 – 14TH Street, NW	$_____/MONTH	12 MONTHS	$
4015	HARBOR BRANCH	550 Water Street, NW	$_____/MONTH	12 MONTHS	$
4016	OLD JUVENILE COURT	410 –'E' Street, NW	$_____/MONTH	12 MONTHS	$
4017	NO. 1 JUDICIARY SQUARE	441 – 4TH Street, NW	$_____/MONTH	12 MONTHS	$

4018	SPECIAL OPERATIONS DIVISION	2301 'L' Street, NW	$_____/MONTH	12 MONTHS	$
4019	STAPLES ARTS	410 – 8TH Street, NW	$_____/MONTH	12 MONTHS	$
4020	RADIO TOWER	4001 Georgia Avenue, NW	$_____/MONTH	12 MONTHS	$
4021	FIRE ALARM HDQRTS	320 McMillan Drive, NW	$_____/MONTH	12 MONTHS	$
4022	B213	2720 MLK Avenue, SE	$_____/MONTH	12 MONTHS	$
4023	801 EAST	2700 MLK Avenue, SE	$_____/MONTH	12 MONTHS	$
4024		1355 New York Ave., NE	$_____/MONTH	12 MONTHS	$
4025	ADAMS PLACE	2210 Adams Place, NE	$_____/MONTH	12 MONTHS	$
4026	FEDERAL CITY SHELTER	425 2nd Street, NW	$_____/MONTH	12 MONTHS	$
4027	BUNDY BUILDING	429 O Street, NW	$_____/MONTH	12 MONTHS	$
SUBTOTAL					$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
4028	MECHANIC		$_____/HOUR	250 HOURS	$
4029	HELPER		$_____/HOUR	200 HOURS	$
4030	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
4031	MATERIAL COST CEILING			NOT TO EXCEED	$ 10,000.00
4032	TOTAL – GROUP I				$

GROUP II

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
4033	D.C. RECORDS CENTER	1300 Naylor Court, NW	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
4034	MECHANIC		$_____/HOUR	50 HOURS	$
4035	HELPER		$_____/HOUR	25 HOURS	$
4036	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
4037	MATERIAL COST CEILING			NOT TO EXCEED	$ 3,000.00
4038	TOTAL – GROUP II				$

GROUP III

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
4039	D.C. GENERAL	1910 Massachusetts Ave., SE	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
4040	MECHANIC		$_____/HOUR	100 HOURS	$
4041	HELPER		$_____/HOUR	50 HOURS	$
4042	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	100 HOURS	$
SUBTOTAL					$
4043	MATERIAL COST CEILING			NOT TO EXCEED	$ 5,000.00
4044	TOTAL – GROUP III				$

GROUP IV

CLIN	FACILITY	ADDRESS	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
4045	ELECTRIC SERVICE DIVISION	1338 G STREET, SW	$_____/MONTH	12 MONTHS	$
COST REIMBURSEMENT CONTRACT LINE ITEM NUMBERS					
4046	MECHANIC		$_____/HOUR	50 HOURS	$
4047	HELPER		$_____/HOUR	25 HOURS	$
4048	SATURDAY, SUNDAY, HOLIDAY		$_____/HOUR	50 HOURS	$
SUBTOTAL					$
4049	MATERIAL COST CEILING			NOT TO EXCEED	$ 3,000.00
4050	TOTAL – GROUP IV				$
4051	GRAND TOTAL – OPTION YEAR 4 (CLINs 4032 + 4038 + 4044 + 4050)				$
4052	GRAND TOTAL FOR 5 YEARS (CLINs 0051 + 1051 + 2051 + 3051 + 4051)				$

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 emergency generators at various locations, all located in Washington, DC. All work shall be performed in accordance with Section C, as specified herein and as recommended by the manufacturer.

C.1.2 Each emergency generator covered under this contract shall be inspected by the contractor once every year and a condition assessment report will be submitted to the Contracting Officer's Technical Representative (COTR) within 10 days after the annual inspection.

C.1.3 The facilities under this contract may contain asbestos. The contractor is warned not to disturb any asbestos material during performance of the 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.1.4 Upon discovery of any asbestos, the contractor shall immediately notify the 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 the affected areas.

C.2 REQUIREMENTS:

C.2.1 The contactor shall provide, as listed in Section "B", annual preventive maintenance services for the emergency generator systems equipment, in accordance with terms and conditions of this contact. The contractor shall also provide the preventive maintenance services for each listed equipment manufacturer's recommendations and per the Building Officials and Code Administrators' Code (BOCA).

C.2.2 The list of buildings, their locations and the type of emergency generator systems Equipment is covered under this contract (See Section J", Attachment J.1.2 "Equipment List"). The District has the option to add more buildings to this contract or delete one or more buildings from this contract during the term of the contract periods.

C.2.3 The contractor shall maintain an inspection report for each generator included in this contract including but not limited to physical condition, fluid levels, date and time of test, time run during test and hours operated since previous test.

C.3 GENERAL INFORMATION:

C.3.1 This section details the requirements in regard to rendering preventive maintenance service for the emergency generator systems at various locations. The contractor shall comply with any and all requirements and in conjunction with other contractual obligations stated elsewhere under this contract in order to maintain all emergency generator systems equipment in satisfactory working condition.

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 all emergency generator 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's codes and regulations as stipulated by the Department of Consumer and Regulatory Affairs (DCRA). The contractor shall obtain all required licenses and permits from the DCRA, Building and Land Regulation Administration (BLRA), 941 North Capitol Street, NE, Washington, DC 20002, if required, at the contractor's expense.

C.4.3 All work shall be performed by skilled emergency generator electricians directly employed; licensed to work in the District of Columbia and supervised by a Project Manager that is certified by the National Institute Certification of Engineering Technologies (NICET). All field work shall be done by electricians who are licensed in the District of Columbia who have the NICET certification and by mechanics who are fully experienced in the repairs and maintenance of the various types of equipment involved.

C.4.4 Except for emergency call-back service, hereinafter provided for, **all work shall be performed** during normal working hours for the particular facility where the equipment is located. The contractor shall respond **within a two (2) hour period** after the initial call.

C.4.5 Upon inspection and receipt of a **Defect Notice** of repairs required from DCRA, 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 the contract price if it determined that the work is within the scope of the contract.

C.4.7 The contractor shall provide emergency call-back service consisting of a response within two (2) hours to emergency requests by telephone or otherwise, from the COTR or his designee, if trouble or an emergency nature develops between regular examinations, on any day of the week, at any hour, day or night. Failure to respond may cause the COTR, at his/her option, to call another emergency generator system company to service the emergency generator system(s) and the cost of such service shall be deducted from payments due the contractor.

C.5 DESCRIPTION OF WORK FOR PREVENTIVE MAINTENANCE OF THE EMERGENCY GENERATORS:

C.5.1 The work described below applies to all emergency generator systems equipment in the facilities listed under **Section "J", Attachment J.1.2.** The contractor shall perform his work and maintain the emergency generator systems in compliance with D.C. Codes and National Fire Codes.

C.5.2 The contractor shall clean, adjust or replace the spark plugs for gasoline generators. For diesels, the injectors shall be checked and pop tested.

C.5.3 The contractor shall clean, adjust and replace the ignition condensers and points for gasoline generators. For diesels, the timing is to be checked and set.

C.5.4 The contractor shall lubricate the entire equipment and oil shall be changed at least once a year or more if the running time is more than 50 hours.

C.5.5 The contractor shall inspect the fuel tanks and lines for the purpose of determining if excessive sludge or rust is collecting. If so, fuel tanks and fuel lines shall be cleaned and all filters and sediment bowls shall be cleaned or changed as required by the manufacturer.

C.5.6 The contractor shall check and report the condition of the entire generator fuel and cooling system for fuel or water leaks.

C.5.7 The contractor shall check and report the condition of the batteries, charge them if necessary and report if replacement is needed.

C.5.8 The contractor shall clean and refill the air cleaner or change elements as required.

C.5.9 The contractor shall check the brushes on the generator for proper setting and operation on a quarterly basis.

C.5.10 The contractor shall clean the commutator and slip rings on a quarterly basis.

C.5.11 The contractor shall check the automatic transfer switch for proper operation and clean the contacts and lubricate all moving parts on a quarterly basis.

C.5.12 The contractor shall check all instruments for proper operation on a quarterly basis.

C.5.13 The contractor shall add antifreeze as required by the manufacturer.

C.5.14 The contractor shall adjust all controls on a quarterly basis.

C.5.15 The contractor shall do all the necessary tune-ups and valve adjustments on a quarterly basis.

C.5.16 The contractor shall instruct the District's maintenance staff, in regards to operating and the upkeep procedures, once during the term of the contract.

C.5.17 The contractor shall run the generator set and conduct test(s) under load when practical.

C.5.18 The contractor shall submit a quarterly report to the COTR for each inspection and work done; and provide recommendations for improvement or replacement, if any.

C.5.19 The contractor shall perform load bank test each year on the generators, at no additional cost to the District.

C.5.20 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 COTR or designee.

C.5.21 The contractor shall be responsible to perform any routine additional maintenance work to keep each emergency generator in good operating condition.

C.5.22 All emergency generator systems equipment shall be maintained in satisfactory working condition at all times. Additional emergency generator system equipment which is not covered by this contract may be added by change order(s).

C.5.23 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.

C.5.24 Answer all service calls within twenty four (24) hours and inform the COTR of any delay beyond the contractor's control.

C.5.25 The contractor shall repair any malfunctions of the emergency generator system(s) as quickly as possible in order to minimize the duration that the facilities lack emergency generator operation.

C.5.26 The contractor shall repair all electrical shorts and assure that all wiring is installed per the National Electrical Code (N.E.C.)

C.5.27 The contractor shall thoroughly clean, adjust, and oil, if and when necessary, every component part of equipment involved during the first site inspection and maintain the emergency generator system(s) in satisfactory operating condition throughout the contract period.

C.5.28 The contractor shall clean, oil, and adjust every component part of the system such as the contact points, springs, levers, coils and relays.

C.5.29 The contractor shall assure that no changes in programming of the system(s) are made without authorization from the COTR.

C.5.30 The contractor shall assure that all local emergency generator systems work is satisfactory at all times. All emergency generator system repairs shall be accomplishes within twenty-four (24) hours upon notification by the District. If parts with long lead time have to be ordered for any repair work, the contractor shall inform the COTR and obtain approval for the delivery schedule of parts involved in the repair work.

C.5.32 The contractor shall replace defective part(s) of the emergency generator systems promptly. For long lead time parts, temporary repairs shall be made until such time that new parts become available. The repair parts shall be obtained from the original manufacturer. Any parts obtained from other than the manufacturer shall be approved by the COTR.

C.5.33 The contractor shall respond to emergencies within two (2) hours from the time that the repair request was made.

C.5.34 The contractor shall respond to request for services 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 be cause for the COTR to have the work performed by others and the cost of such work deducted from the contract price.

C.5.35 The contractor shall inform the 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.5.36 The contractor shall have ample and complete stock of replacement parts sufficient for normal maintenance and repair of all emergency generator systems. All new parts shall be genuine products of the original manufacturers of the various types of emergency generator systems involved or of like design and comparison.

C.6 MATERIALS

C.6.1 All parts and materials used for repairing the emergency generator systems equipment shall be the product of the manufacturers of the existing equipment and/or approved equal to meet the minimum Federal specifications.

C.7 STANDARDS

C.7.1 Unless otherwise specified in writing, all materials, design clearances, construction, workmanship and tests shall conform to all applicable D.C. codes, N.E.C. and Fire Codes.

C.8 REPLACEMENT ITEMS:

C.8.1 The contractor shall maintain, at all items, ample and complete stock of replacement items which conform to the style, size and appearance of the existing items and District of Columbia's Code. All major replacement items shall be approved, prior to installation, by the COTR. Wiring shall be in conformity with the District of Columbia's Electrical Code.

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.1.2	Assessment Report	1	Hard copy and Electronically	Within 10 days after the annual inspection	COTR
C.5.18	Inspection Report	1	Hard copy and Electronically	Within 10 days after each quarter	COTR

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section 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.

G.4 PAYMENT

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

G.5 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 l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (l983) *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 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 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.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 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.

B. DURATION. Except as proved in I.5.A.6, 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.

C. 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.

D. 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.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.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 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.

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 List of Equipment

J.1.3 Mayor's Order No. 83-265 Dated November 9, 1983
Employment Agreement Goals And Objectives For All District of Columbia Projects

J.1.4 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 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-0109 – Maintenance and Repair Services for Emergency Generators".**

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 Thursday, August 13, 2009** at the following address:

2000 14th Street NW, 6th Floor
Conference Room at DPW Office of the Director
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 An open house for prospective bidders is scheduled on August 13, 2009 and August 14, 2009, between 1 p.m. – 4:00 p.m., at all locations listed in Section B. For further information regarding the site visit, the prospective bidders are encouraged to contact the Technical Engineer:

Kalif Bell
D.C. Department of Real Estate Services
2000 14th Street, NW 8th Floor
Washington, DC 20009
Telephone (202) 671-1300

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 P.M (Local Time) on September 3, 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.

M1.5.2 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 exercises.