AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract Number DCAM-2009-B-0109	Page of Pages 1	6

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
DCAM-2009-B-0109-001	12-Aug-09		Maintenance & Repair Services for Emergency Generators at Various Locations

6. Issued By: Code	7. Administered By (If other than line 6)
D.C. Department of Real Estate Services Contracting and Procurement Division 2000 14th Street, NW 5th Floor Washington, DC 20009	D.C. Department of Real Estate Services Contracting and Procurement Division 2000 14th Street, NW 5th Floor Washington, DC 20009

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)	(X)	9A. Amendment of Solicitation No. DCAM-2009-B-0109
		9B. Dated (See Item 11) 4-Aug-09
		10A. Modification of Contract/Order No.
Code Facility		10B. Dated (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended. [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 1 copy to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Solicitation No DCAM-2009-B-0109 for maintenance and repair services for emergency generators at various locations is hereby amended as follows:

1. The Technical Engineer authority specified in Section L.3.5 is hereby changed:

From: Kalif Bell
Department of Real Estate Services
Facilities Division
2000 14th Street, NW 8th Floor
Washington, DC 20009
Telephone (202) 671-1300

To: Charles Artis
Department of Real Estate Services
Facilities Division
2200 Adams Place, NE
Washington, DC 20001
Telephone (202) 439-9060

2. The attached Subsections I.10 through I.12 are incorporated herein as Attachment J.1.5.

3. All other Terms and Conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Diane Wooden	
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia Diane Wooden (Signature of Contracting Officer)	16C. Date Signed 8/11/09

I.10 DISCRIMINATION CLAUSES:

I.10.1 Anti-Discrimination Clause:

The Contractor:

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

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

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

I.10.2 Non-Discrimination Clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

I.11 AUDITS, RECORDS, AND RECORD RETENTION:

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

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

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

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

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

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

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

I.12 LIVING WAGE ACT OF 2006:

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

I.12.1 WAY TO WORK AMENDMENT ACT OF 2006

I.12.1.1 Except as described in I.12.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

I.12.1.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

I.12.1.3 The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

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

I.12.1.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.4 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.4 in a conspicuous place in its place of business. The Contractor all include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

I.12.1.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

I.12.1.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

I.12.1.8 The requirements of the Living Wage Act of 2006 do not apply to:

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

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

(4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;