

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
			DCAM-2009-B-0109	1	4
2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.		5. Solicitation Caption	
DCAM-2009-B-0109-003	See 16C			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)	
				August 4, 2009	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> 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 <u>1</u> 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 <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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. Delete Section I.8 Insurance and replace it with the new Section I.8.					
2. The attached Questions and Answers are being provided for your information.					
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		15C. Date Signed	16B. District of Columbia		16C. Date Signed
			<i>Diane Wooden</i>		8/20/09
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

## 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 \$2,000,000 limits per occurrence and \$5,000,000 per aggregate; includes coverage for products and completed operations; and 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.

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 \$2,000,000 limits per occurrence; \$5,000,000 per aggregate; includes coverage for products and completed operations; and 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. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and noncontributory 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: \$5,000,000 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.

The policy shall provide limits of \$2,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.

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.

8. **Crime Insurance.** The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
- 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.

## QUESTIONS AND ANSWERS

1) Q - Is it necessary for the Project Manager and electricians to have NICET certification?

A - The Project Manager and electricians should have NICET or the equivalent certification.

2) Q - Please clarify C.4.5.

A - The subsection states that the contractor has 24 hours to begin repairs after receiving the Defect Notice from DCRA or BLRA. The work shall be completed on or before the date specified, and a compliance report shall be forwarded to the COTR within 24 hours of completion of work.

3) Q - Regarding the material cost ceiling, is that a final price that the contractor can NOT go beyond in charging the District?

A - The District is not obligated to reimburse the Contractor for costs incurred in excess of the material cost ceiling nor the Contractor is not obligated to continue performance under this contract or otherwise incur costs in excess of ceiling. The CO will notify the Contractor in writing if the ceiling has been increased.

4) Q - Is the Contractor responsible for cleaning tank or would this be a time, labor, material item?

A - It is a part of the Preventive Maintenance.

5) Q - In reference to C.5.9, is this necessary for all units or older units only?

A - It is applicable to all units.

6) Q - In reference to C.5.10, is this necessary for all units or older units only?

A - It is applicable to all units.

7) Q - In reference to C.5.11, is this necessary? Most manufacturers do not recommend cleaning or lubricating contacts.

A - Contacts are not to be cleaned or lubricated. Lubrication may be needed for parts associated to transfer switches.

8) Q - How long is load bank test?

A - The Contractor shall perform load bank test at 100% capacity for one hour.

9) Q - In reference to C.5.20, is this part of the maintenance cost or cost reimbursement ceiling?

A - Cleaning and adjusting improperly operating device or equipment shall be part of the Preventive Maintenance. Replacement parts shall be part of the cost reimbursement component.