

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Maintenance and Repair of Various Fire Alarm systems			Page of Pages 1   88	
2. Contract Number	3. Solicitation Number  DCAM-2011-B-0152	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  9/9/2011	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Contracting and Procurement Division D.C. Department of Real Estate Services 2000 14th Street, 5th Floor Washington, DC 20009				8. Address Offer to: Office of Contracting and Procurement The Bid Room Counter 2000 14th Street, 3rd Floor Washington, DC 20009		

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 2000 14th Street, 3rd Floor, Washington, DC 20009 until 2:00 P.M. local time 12-Oct-11  
(Hour) (Date)

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

10. For Information Contact	A. Name <b>April Chambers</b>		B. Telephone			C. E-mail Address
	(Area Code) 202	(Number) 724-4138	(Ext)	<b>april.chambers@dc.gov</b>		

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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	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code)	(Number)	(Ext)	

**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: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The Department of Real Estate Services, Facilities Management Division is seeking a contractor to provide maintenance and repair services for Fire Alarm Systems at various D.C. facilities as listed in section J.9 of the this solicitation.

**B.2** The District contemplates award of a Fixed Price + Cost Reimbursement Component.

**B.3 PRICE SCHEDULE**

**BASE YEAR**

Group 1 – Twenty-Four (24) Locations  
 Group 2 – Thirteen (13) Locations  
 Group 3 – Ten (10) Locations

CLIN	Description	Quantity	Unit	Est. Hours	Price
0001	Preventative maintenance as Described in Section C for all Forty-seven (47) locations listed In Attachment J.8	12	month	n/a	\$_____
0002	Repairs services during normal working hours of 8:00 am-5:00 p.m.		per hour	300	\$_____
0003	Emergency (See C.5.9) and overtime repair services. Overtime is considered Saturdays, Sundays and Government holidays.		per hour	150	\$_____
0004	Cost Reimbursement Ceiling Groups 1 thru 3		year		<u>\$50,000.00</u>

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

0005 Total for Base Year \$\_\_\_\_\_

**OPTION YEAR 1**

Group 1 – Twenty-Four (24) Locations

Group 2 – Thirteen (13) Locations

Group 3 – Ten (10) Locations

CLIN	Description	Quantity	Unit	Est. Hours	Price
1001	Preventative maintenance as Described in Section C for all Forty-seven (47) locations listed In Attachment J.8	12	month	n/a	\$_____
1002	Repairs services during normal working hours of 8:00 am-5:00 p.m.		per hour	300	\$_____
1003	Emergency (See C.5.9) and overtime repair services. Overtime is considered Saturdays, Sundays and Government holidays.		per hour	150	\$_____
1004	Cost Reimbursement Ceiling Groups 1 thru 3		year		<u>\$50,000.00</u>

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

1005	Total for Option Year 1				\$_____
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**OPTION YEAR 2**

<b>CLIN</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Est. Hours</b>	<b>Price</b>
2001	Preventative maintenance as Described in Section C for all Forty-seven (47) locations listed In Attachment J.8	12	month	n/a	\$_____
2002	Repairs services during normal working hours of 8:00 am-5:00 p.m.		per hour	300	\$_____
2003	Emergency (See C.5.9) and overtime repair services. Overtime is considered Saturdays, Sundays and Government holidays.		per hour	150	\$_____
2004	Cost Reimbursement Ceiling Groups 1 thru 3		year		<u>\$50,000.00</u>
<p>Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance with the bid prices. No repair work shall be done unless it is pre-approved by the Contract Administrator (CA), both verbally and in writing. The contractor shall not perform and will not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA.</p>					
2005	Total for Option Year 2				\$_____

**OPTION YEAR 3**

CLIN	Description	Quantity	Unit	Est. Hours	Price
3001	Preventative maintenance as Described in Section C for all Forty-seven (47) locations listed In Attachment J.8	12	month	n/a	\$_____
3002	Repairs services during normal working hours of 8:00 am-5:00 p.m.		per hour	300	\$_____
3003	Emergency (See C.5.9) and overtime repair services. Overtime is considered Saturdays, Sundays and Government holidays.		per hour	150	\$_____
3004	Cost Reimbursement Ceiling Groups 1 thru 3		year		<u>\$50,000.00</u>

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

3005	Total for Option Year 3				\$_____
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**OPTION YEAR 4**

- Group 1 – Twenty-Four (24) Locations
- Group 2 – Thirteen (13) Locations
- Group 3 – Ten (10) Locations

CLIN	Description	Quantity	Unit	Est. Hours	Price
4001	Preventative maintenance as Described in Section C for all Forty-seven (47) locations listed In Attachment J.8	12	month	n/a	\$_____
4002	Repairs services during normal working hours of 8:00 am-5:00 p.m.		per hour	300	\$_____
4003	Emergency (See C.5.9) and overtime repair services. Overtime is considered Saturdays, Sundays and Government holidays.		per hour	150	\$_____
4004	Cost Reimbursement Ceiling Groups 1 thru 3		year		<u>\$50,000.00</u>
<p>Cost reimbursement work shall be invoiced separately per location. The District will reimburse the contractor for any materials provided for additional work done with a 10% mark-up. Proper invoices for materials shall be submitted with supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice. Hourly labor rates will be paid in accordance with the bid prices. No repair work shall be done unless it is pre-approved by the Contract Administrator (CA), both verbally and in writing. The contractor shall not perform and will not be paid for any work that is performed without explicit written, pre-authorization and approval by the CA.</p>					
0005	Total for Option Year 4				\$_____

**B.4.5** An bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. bids responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia, Department of Real Estate Services (DRES), Facility Management Division, seeks a highly qualified fire alarm systems contractor with demonstrated knowledge, skills and capabilities, to provide the highest level of maintenance and repair; and inspection and testing, of fire alarm systems throughout District of Columbia properties, outlined in this solicitation in section J.8.

### C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	D.C. Code	D.C. Official Code, sections 10-1001-1005 Parks, Public Buildings, Grounds and Space	2001 Ed., 2005 Supp.
2	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P <a href="http://www.osha.gov/">http://www.osha.gov/</a>	2003 Ed.
3	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing	10/01/2003
4	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste available at <a href="http://www.epa.gov">http://www.epa.gov</a>	Latest Version
5	D.C. Law	"The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises" of 1998, D.C. Law 12-268 (the "Act" as used in this Section) and "The Equal Opportunity for Local, Small and Disadvantaged Businesses Opportunity Amendment Act of 2000 (the "Amendment"), D.C. Law 13-169, as amended by D.C. Act 16 – 375, Subtitle N, effective 7/26/05.	Latest Version

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6	U.S. Law	American Society of Mechanical Engineers with addendum's Safety Code for Fire Alarm/Suppression Systems and Escalators AMCE A.17.1	1990 Edition
7	U.S. Law	Occupational Safety and Health Administration (OSHA) General Industry Standards - 29 CFR Part 1900 General Industry Safety and Health Standards – 29 CFR 1910 Construction Industry Standards – 29 CFR Part 1926 Hazardous and Toxic Materials	Latest Version
8	Publication	Safety & Environmental Program	August 1988
9	U.S. Law	National Fire Protection Association(NFPA)	2007
10	U.S. Law	Management of Buildings and Grounds 41 CFR, Part 101-120	July 1990
11	U.S. Law	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273	Latest Version
12	U.S. Law	National Emission Standards for Hazardous Air Pollutants	Latest Version
13	U.S. Law	Environmental Protection Agency (EPA) Final Rule	July 17, 1985
14	U.S. Law	National Electrical Code (NEC)	2005
15	U.S. Law	American Society of Heating, Refrigeration, and Air Conditioning Equipment (ASHRAE)	Latest Version
16	U.S. Law	CFR Asbestos Code	Latest Version
17	Intl. Law	International Building Code (IBC)	2006
18	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	1998
19	Federal Regulation	Energy Policy Act (EPAct)	1992 and 2005
20	DC Law	The Clean and Affordable Energy Act	2008
21	Municipal Regulation	DC Solid Waste and Multi-Materials Management Act	1998
22	Accredited Specs. and Standards	InternNational Electrical Testing Association (NETA)	2009
23	U.S. Law	American National Standard Institute (ANSI)	Latest Version

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24	Safety Code for Fire Alarm/Suppression Systems and Escalators ("the Code")	American Society of Mechanical Engineers (ASME) Publication A17.1	Latest Version
25	Operational Guidelines	D.C. Regulatory Authority (DCRA)	
26	Code of D.C. Municipal Regulations	Code of D.C. Municipal Regulations	CDCR 12A-101A (2010)
27	Manufacturer Recommendations	Based on each Fire Alarm/Suppression Systems listed in Section "C"	Manufacturer Recommendations
28	Department of Consumer and Regulatory Affairs (DCRA)		
29	National Fire Protection Association (NFPA)	Halon Fire Extinguishing Systems	NFPA 12A
30	National Fire Protection Association (NFPA)	Installation of Sprinkler Systems	NFPA 13
31	National Fire Protection Association (NFPA)	National Electrical Code	NFPA 70
32	National Fire Protection Association (NFPA)	National Fire Alarm Code	NFPA 72
33	National Fire Protection Association (NFPA)	Protection of Electronic Computer/Data Processing Equipment	NFPA 75
34	National Fire Protection Association (NFPA)	Fire Doors and Windows	NFPA 80
35	National Fire Protection Association (NFPA)	Air Conditioning and Ventilations Systems	NFPA 90A
36	National Fire Protection Association (NFPA)	Warm Air Heating and Air Conditioning Systems	NFPA 90B
37	National Fire Protection Association (NFPA)	Smoke Control Systems	NFPA 92A
38	National Fire Protection Association (NFPA)	Life Safety Code	NFPA 101
39	National Fire Protection Association (NFPA)	Emergency Power Supplies	NFPA 110
40	National Fire Protection Association (NFPA)	Fire Safety Symbols	NFPA 170
41	National Fire Protection Association (NFPA)	Fire Protection of Storage	NFPA 230
42	National Fire Protection Association (NFPA)	Installation, Maintenance and Use of Public Fire Service Communication Systems	NFPA 1221
43	National Fire Protection Association (NFPA)	Fire Extinguishing Systems, Clean Agent	NFPA 2001
44	American Society for Testing and Materials (ASTM)	Use of the International System of Units (SI): The Modern Metric System	IEEE/ASTM SI 10
45	American Institute of Architects	General Conditions of the Contract for Construction	1997
46	American National Standards Institute (ANSI)	Precision Methods for the Determination of Sound Pressure Loss of Wideband Noise Sources in Reverberation Rooms	ANSI S12.31

47	American National Standards Institute (ANSI)	ANSI SI.4 with Amd.SI.4A	Specification for Sound Level Meters
48	National Electrical Manufacturers Association	NEMA Guide for Proper Use of System Smoke Detectors	
49	National Electrical Manufacturers Association	NEMA Guide for Proper Use of System Smoke Detectors in Duct Applications	
50	OSHA Safety & Health Standards		Title 29 CFR Part 1910, Part 1926 Safety and Health Regulations for Construction

### **C.3 DEFINITIONS**

- C.3.1** These terms when used in this RFP have the following meanings:
- C.3.2** Aerosol - is a suspension of fine solid particles or liquid droplets in a gas. Examples are smoke, oceanic haze, air pollution, smog and CS gas.
- C.3.3** Air Duct Type Smoke Detectors - is a type of technical drawing that shows information about heating, ventilating, and air conditioning; it is a powerful tool that helps analyze a complex system.
- C.3.4** Alarm Indicating - equipment for receiving, processing, controlling, indicating and initiating the onward transmission of information as used in fire alarm systems.
- C.3.5.** Automatic Smoke detector - A device that detects visible or invisible particles of combustion.
- C.3.6** Automatic Heat detectors - A fire detector that senses heat produced by burning substances. Heat is the energy produced by combustion that causes substances to rise in temperature.
- C.3.7** Basic Alarm Technician - means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing.
- C.3.7** Batteries - The battery supplying power for an individual fire alarm box where radio signals are used for the transmission of box alarms.
- C.3.8** Best Practices - Methods and techniques that have consistently shown results superior than those achieved with other means, and which are used as benchmarks to strive for.
- C.3.9** Circuits - The conductors or radio channel and associated equipment used to perform a definite function in connection with an alarm system.
- C.3.10** Control Panel - Is an electric panel that is the controlling component of a fire alarm system. The panel receives information from environmental sensors designed to detect

changes associated with fire, monitors their operational integrity and provides for automatic control of equipment, and transmission of information necessary to prepare the facility for fire based on a predetermined sequence.

- C.3.11 Detectors** - A device suitable for connection to a circuit having a sensor that responds to a physical stimulus such as heat or smoke.
- C.3.12 Fault** - An open, ground, or short condition on any lines(s) extending from a control unit, which could prevent normal operation.
- C.3.13 Contracting Officer (CO)**. A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- C.3.14 Contractor**. Refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure subcontractors comply with the provisions of this contract.
- C.3.15 DCRA** - Department of Consumer and Regulatory Affairs
- C.3.16 Direct Material Costs**. The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment. When questions arise concerning the cost of materials, material costs shall be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes. In questionable situations, the lowest price will be used.
- C.3.17 Engineered Performance Standards (EPS)**. A job estimating system developed for the Department of Defense. EPS is the average time necessary for a qualified craftsperson working at a normal pace, following acceptable trade methods, receiving capable supervision, and experiencing normal delays to perform defined amounts of work of a specified quality. Attachment J-E1 contains a list of available EPS Handbooks; these documents may be downloaded from
- C.3.18 Facility**. A building, structure, or piece of equipment designed and created to serve a particular function.
- C.3.19 Fire Marshall** - The head of a department or office that is charged with the prevention and investigation of fires.
- C.3.20 Indicating Devices** - Any type of gas meter can be obtained with a wide variety of indicators. The most common are indicators that use multiple clock hands (pointer style) or digital readouts similar to an odometer.

- C.3.21 Labor** - the services performed by workers for wages as distinguished from those rendered by entrepreneurs for profits.
- C.3.22 Maintenance/Repair.** The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.
- C.3.23 Master Alarm Technician - Master Tech Communications** is a full-service communications installation and service contractor, specializing in low-voltage products, services and systems. General contractors, building owners, end-users, tenants, and public and government bodies turn to Master Tech Communications for an unsurpassed level of technical expertise, reliable service and guaranteed performance.
- C.3.24 Modules** - interchangeable components, called modules by breaking down program functions into modules, each of which accomplishes one function.
- C.3.25 NCIT** – National Centre for Information Technology
- C.3.26 FPA** - National Fire Protection Association.
- C.3.27 Performance Requirements Summary (PRS) Table.** A table (see Attachment J-C2) delineating work requirements, standards of performance, Quality Benchmarks (QBs), and weights for each contract requirement. The PRS is used by the Government in assessing Contractor performance and contains the information necessary to calculate deductions for unsatisfactorily performed or nonperformed work.
- C.3.28 Signaling/fire alarm systems** - It involves ensuring that a signal can operate properly and effectively in the environment in which it will be used.
- C.3.29 Notifier Panels** - Along with fire alarm control panels, Notifier has PC-based workstations that monitor and control the fire alarm system from a central location.
- C.3.30 Peripheral devices** - A peripheral is a device attached to a host computer, but not part of it, and is more or less dependent on the host. It expands the host's capabilities, but does not form part of the core.
- C.3.31 Relays** - is an electrically operated switch. Many relays use an electromagnet to operate a switching mechanism mechanically, but other operating principles are also used. Relays are used where it is necessary to control a circuit by a low-power signal (with complete electrical isolation between control and controlled circuits), or where several circuits must be controlled by one signal.

- C.3.32 Replacement Parts** - A spare part, service part, or spare, is an item of inventory that is used for the repair or replacement of failed parts. Spare parts are an important feature of logistics management and supply chain management, often comprising dedicated spare parts management systems.
- C.3.33 Work Permit** - a legal document giving information required for employment of certain people in certain countries
- C.3.34 Record Log Book** - is the practice of maintaining the records of an organization from the time they are created up to their eventual disposal. This may include classifying, storing, securing, and destruction (or in some cases, archival preservation) of records.
- C.3.35 Remote Centers** - device, usually wall-mounted, that, when activated, initiates an alarm on a fire alarm system.
- C.3.36 Smoke Detector** - A smoke detector is a device that senses the presence of smoke in a building and warns the occupants, enabling them to escape a fire before succumbing to smoke inhalation or burns.
- C.3.37 Sounders** - a device that transmits a signal and uses the returned signal to measure characteristics of the propagation medium.
- C.3.38 Smoke Sensing Devices** - An alarm device that automatically detects the presence of smoke is called Smoke Sensor.

#### **C.4 BACKGROUND**

The District of Columbia, Department of Real Estate Services (DRES), Facilities Management Division maintains an array of public use and vacant properties citywide. The automatic fire alarm systems are designed to detect the unwanted presence of fire by monitoring environmental changes associated with combustion. In general, the fire alarm systems are classified as either automatically actuated, manually actuated, or both. In the event of a fire or other emergency, the systems are to report the event to an off-premises location in order to summon emergency services, and to prepare the structure and associated systems to control the spread of fire and smoke. In the interest of public safety and protection of property DRES is seeking qualified contractors to ensure equitable maintenance contracts. The terms, and in particular the price should be reasonable, reflecting the complexity of the task, requirement for technical expertise, time required to physically carry out the inspections and for ensuring the quality of critical life-safety system for residents, employees and guests at our facilities and ensuring systems are held to the highest standards based on the governing laws of the District of Columbia, industry standards set forth in section J.1 of this solicitation and manufacturer and industry standards

## **C.5 REQUIREMENTS**

### **C.5.1 TIME BASED, COMPLETE SYSTEM PREVENTIVE MAINTENANCE**

The contractor shall provide complete maintenance and repair services on all fire protective signaling/fire alarm systems, including addressable Notifier panels, Notifier conventional panels, Fire-Lite conventional panels, automatic smoke and heat detectors, and associated peripheral devices, alarm indicating and indicating devices, modules, relays and auxiliaries in conformance with the most current edition of NFPA 12A, 13, 70, 72, 75, 80, 90A, 90B, 92A, 101, 110, 170, 230 1221 and 20001; and all manufactures guidelines and instructions. Replacement parts and labor will be reimbursed to the contractor based on the rate included in the bid. Based on

### **C.5.2 Monthly**

**C.5.2.1** The Contractor shall check the control panel to ascertain that it shows normal operation. Otherwise log the failure.

**C.5.2.2** The Contractor shall ensure that any fault reported the previous day has received attention.

**C.5.2.3** The Contractor shall ensure that the system is capable of operating under alarm conditions by operating at least one detector or call point on one circuit (zone or loop).

**C.5.2.4** The Contractor shall for systems with 13 circuits or less, each circuit should be tested in turn.

**C.5.2.5** The Contractor shall for systems with more than 13 circuits, then more than one circuit must be tested each week so that the interval between tests on one circuit does not exceed 13 weeks.

**C.5.2.6** The Contractor shall visually inspect backup batteries

**C.5.2.7** The Contractor shall check fuel, oil and coolant levels of any standby Fire Alarm/Suppression Systems, if any .

**C.5.2.8** The Contractor shall check any printers to ensure that reserves of consumables are adequate for 2 weeks normal usage

**C.5.2.9** The Contractor shall simulate mains failure to automatically start standby Fire Alarm/Suppression Systems to power the fire alarm system for at least 1 hour. Check for malfunctions. Restore to normal supply and check Fire Alarm/Suppression Systems startup battery & charger. Fill up fuel tanks, top up oil and coolant if necessary.

### **C.5.3 Quarterly**

**C.5.3.1** The Contractor shall check entries to log book and ensure that necessary actions are taken.

**C.5.3.2** The Contractor shall examine batteries and their connections and test them as specified by supplier to ensure that it is not likely to fail before the next quarterly inspection.

**C.5.3.3** The Contractor shall check Alarm functions of the panel by operating a detector or call point in each zone

**C.5.3.4** The Contractor shall check Alarm sounders and automatic link to remote centers, if any.

**C.5.3.5** The Contractor shall check all ancillary functions of the control panel, where possible.

**C.5.3.6** The Contractor shall check all fault indicators and circuits by simulating a fault condition.

**C.5.3.7** The Contractor shall visually inspect the control panel for signs of moisture ingress or other deterioration.

**C.5.3.8** The Contractor shall visually inspect whether structural or occupancy changes have affected the requirements for the siting of call points, detectors and sounders.

**C.5.3.9** The Contractor shall visually inspect to confirm that a clear space of at least 750mm is preserved in all directions below each detector, that detectors are sited in accordance with code of practice clauses 12 &/or 13 and that all call points remain unobstructed and conspicuous.

**C.5.1.0** The Contractor shall check each detector for correct operation in accordance to manufacturer's recommendation.

**C.5.11** The Contractor shall visually check all cable fittings and equipment are secure, undamaged and adequately protected.

**C.5.12** The Contractor shall Record any defects in a logbook and upon completion, a certificate of testing is issued to the responsible person.

#### **C.5.4 Smoke Sensing Devices**

**C.5.4.1** All smoke sensing devices shall be cleaned, single station and system smoke detectors as well as duct type smoke detectors, shall be brushed and vacuumed or cleaned in accordance with the manufacturers instructions. The use of canned air to blow the devices clean is unacceptable to the District

**C.5.4.1** All smoke detectors shall be checked for smoke entry using a listed aerosol that is acceptable to the manufacturer or approved device that is UL Listed for smoke entry testing.

**C.5.4.1** Under no circumstances shall the use of a magnet or push to test switch substitute for the smoke entry test.

**C.5.4.1** All smoke detectors shall be visually inspected to verify that there is no blockage, or change of room layout or architecture.

**C.5.4.1** All smoke detectors shall have their sensitivity recorded each year. Sensitivity shall be determined by a UL Listed software program within the fire alarm operating system or a UL.

**C.5.4.1** Listed test tool approved by the manufacturer for the device or a UL Listed tool that applies a measured amount of aerosol of a type approved by the manufacture of the device.

**C.5.4.1** Air Duct Type Smoke Detectors shall be tested or inspected to ensure that the device will sample the air stream. The test shall be made in accordance with the manufacturer's instructions.

**C.5.4.1** Beam Type Smoke Detectors shall be tested by introducing smoke, other aerosol, or an optical filter into the beam path as approved by the manufacturer.

#### **C.5.5 Smoke Evacuation System**

**C.5.5.1** Smoke evacuation system shall be tested by introducing smoke, other aerosol, or optical filter into the beam smoke detector path or introducing smoke into any ceiling smoke detector. Contractor is to verify that the entire sequence of operations is fully lixnctional upon activation of the system. Tests shall be conducted in accordance with manufacturer's guidelines and instructions.

**C.5.5.2** Fire Alarm System visual inspections, functional testing and preventive maintenance inspections in accordance with statutory requirements.

#### **C.6 TECHNICAL STAFF REQUIRMEENTS**

The contractor shall be responsible for complying with all State and Federal inspection codes and standards relating to smoke detectors, fire alarms, sprinklers and range hoods. The following is a list of special codes:

- C.6.1** Sprinkler Systems - NFPA#13, NFPA#25 and State Fire Commission regulations and of their local authorities having jurisdiction.
- C.6.2** Fire Alarm per DCRA, and NFPA#72 and other applicable D.C. Fire Marshal regulations and any other local authorities having jurisdiction.
- C.6.3** Each contractor (or designated subcontractor) must be licensed with the D.C. Fire Marshall's Office in accordance with prevention regulations. Certification of license shall be submitted with your proposal.
- C.6.4** Contractor is responsible for obtaining any work permit or license for work performed in any City having jurisdiction.
- C.6.5** Contractor is responsible for meeting all codes and regulations for work performed in the City having jurisdiction.
- C.6.6** All detectors that are not currently numbered must be numbered according to the Office of State Fire Marshall's regulations.
- C.6.7** The contractor shall submit a testing schedule for the all buildings thirty (30) days after award of the contract. The first testing shall be completed prior to November 5, 2011, and the second testing completed prior to February 5, 2012. The vendor shall not deviate from the testing schedule without prior approval from the state.
- C.6.8** Grease Exhaust Systems (Kitchen) - NFPA#96, NFPA#10 NFPA#12, NFPA#17, NFPA#17A and State Fire Commission regulations and other local authorities having jurisdiction.

**C.7 SCHEDULED INSPECTIONS AND TESTING**

- C.7.1** The contractor will perform inspections, testing and calibration of all equipment to include peripheral equipment as required by the regulations stated herein.
- C.7.2** It is the responsibility of the contractor to have someone sit at the Fire Alarm Panel during testing, contractor(s) will be provided a key and an escort if necessary.
- C.7.3** Equipment found to be operating improperly will be documented and brought to the attention of the Maintenance Superintendent of the facility and corrected, if approved.
- C.7.4** Inspection and testing shall be scheduled with a minimum of ten (10) days notice to assure a coordinated effort with the facility.  
All quarterly inspections must be completed in a five (5) day period per facility.
- C.7.5** Inspection shall be submitted in such form as the D.C. Fire Marshall prescribes.

**C.7.6 Inspection and Maintenance Tag:** An inspection and maintenance tag shall be affixed to the face of the system's main control after each completed inspection or test. The inspection and maintenance tag shall indicate the following:

**C.7.7** Location or identification of system;

**C.7.8** Name, address, telephone number and license number of the fire alarm signaling/suppression system company;

**C.7.9** Date of inspection or maintenance visit.

**C.7.10** Name and certificate number of employee responsible for the inspection or maintenance visit;

**C.7.11** The first year of the contract will consist of sensitivity testing and the second year will consist of function testing.

**C.7.12** The contractor shall send or dispatch **ONLY** qualified/certified technicians to perform the inspections, repairs, or installations. The facilities shall not be billed for service calls where it is found that the repairs were not made due to incompetent technicians.

**C.7.13** The contractor shall meet with the designated District Personnel within the first five (5) business days of the beginning of each established and agreed upon testing cycle in order to established schedule for conducting annual preventive maintenance inspections for District Facilities outlined in this solicitation.

**C.7.14** Within ten (10) business days following the determination of the inspection schedule, the contractor shall submit a program of standardized maintenance routines applicable to District equipment. Each schedule shall list the equipment, location, and appropriate preventive maintenance functions to be performed during the inspection. Required testing procedures must conform to the regulatory authorities and industry related organizations identified in section J.9 of this solicitation. Previous submittals for other work at District properties shall not be considered as satisfying this requirement.

**C..8 SYSTEM COMPONENTS AND FUNCTIONS:** All maintenance, inspections, testing, design emergency services and work outlined in this scope applies but is not limited to the following major and minor system components and/or functions whenever and wherever applicable:

Initiating devices	Coding	Storage Battery
Notification appliances	Visual signals	Fire Alarm Control Panel
Emergency Voice Alarm communication Systems	Voice Evacuation	Range Hood Systems
Building Safety interfaces	Area Smoke Detector	Edwards 4-Zone Air Handler Panel
Active Fire protection systems	Duct Smoke Detector	Tamper Switches/Swithces
Fire extinguishers	Manual Pull Station	Door Holders
	Heat Detector	Water Flow Switches
Multiplex systems	Alarm Bell	Remote Flashing Lights
Addressable output devices	Remote Annunciator	16 Zone Annunciator

Fire alarm control panels and or Fire alarm control units	Sprinkler System and Sprinkler System Control Valve System	24 VDC Photoelectric Detector
Relays	Audio Visual Devices	Photoelectric Smoke Detector
Networking systems	4 VAC Horns	Control Switch
Panel alerting	Simplex Fire Alarm Control Panel	Signaling Devices
Pre-alarm	197 degree heat Detectors	AC power
DC power	Highbate	Strobes

### **C.9 EMERGENCY SERVICES, ON-CALL AND UNSCHEDULED SERVICES**

**C.91** The contractor shall respond to emergency service calls for repairs within two (2) hours of report and/or contact from the District and commence with repairs within that two hour period. The contractor shall complete all emergency repair services within a twelve (12) hour period. The contractor shall provide emergency repair services either in the field or at the contractor's facilities, 24 hours a day, seven days a week including holidays when requested by the District.

**C.9.1** The contractor shall follow the guidelines set out in this solicitation for "repair services" in section C. The District reserves the right to utilize other contractors for services outlined in this solicitation at any time, for any purpose or reason without notifying the contractor.

### **C.10 INITIAL ASSESSMENTS**

Within 30 days of award the contractor shall conduct an assessment of each Fire Alarm/Suppression Systems outlined in this solicitation. The assessment shall include the inspection of all Fire Alarm/Suppression Systems components. The contractor shall provide a separate report for each Fire Alarm/Suppression Systems that outlines overall condition, needs, estimated time and cost to repair and all other necessary recommendations to include (1) the evaluation of the Fire Alarm/Suppression System and components, (2) the list of maintenance deficiencies and repair items, (3) full records of operational performances (car speeds, door times, etc.), and (4) written recommendations for improving operation/efficiency.

### **C.11 QUOTES:**

If repairs to the fire alarm or sprinkler systems are required, the contractor shall provide quotes within three days and send a copy to CA.

### **C.12 PARTS AND MATERIALS**

The contractor shall maintain an adequate inventory of necessary and customary parts in their service vehicles to make repairs on the initial visit in order to keep return visits to a minimum. Replacement parts in excess of \$5.00 are not included as part of the

agreement. Under **No** Circumstance shall billable parts be replaced without proper authorization.

**C.13 TRAVEL TIME:**

Travel time and expenses are to be included in pricing as an integral part of the service and not billed separately.

**C.14 SECURITY REQUIRMENTS**

**C.14.1 Employee Identification:**

**C.14.2** Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing uniforms or clothing bearing the name of the company. Each employee shall wear a photo identification badge call-in issued prior to starting work under this contract. The contractor is responsible for providing these items.

**C.14.3 Security Procedures:**

The contractor must obtain a security clearance for any current, new employees, company officials and any other persons requiring access to the District facilities buildings covered under this contract for the purpose of conducting business on behalf of the contractor, at the contractor's expense of approximately \$10.00 per person. This rate is subject to change.

**C.14.4** Employees requiring fingerprinting are to report to Metropolitan Police Department for fingerprinting. Metropolitan police shall evaluate the criminal history report for eligibility for employment under this contract, then notify the Division of Facilities Management of acceptable and unacceptable persons. The CA, or designee of the Division of Facilities Management will notify the contractor, in writing, of those persons acceptable and unacceptable for use on this contract. The processing time for security clearance information and proper written notification from the CTOR to the contractor is approximately fifteen (15) working days. The successful contractor should operate with a sufficient listing of cleared personnel, so that there will not be any shortages.

**C.14.5** New hires must obtain a security clearance before starting work. Personnel not properly cleared will not be allowed in the building. The names of all new hires must be reported to the Office of Facilities Management. Employees must have photo identification.

**C.14.5** A complete list of all employees must be provided to Facilities Management on a monthly basis. List should be faxed to the CA (contact information provided in section G.9.2 in this solicitation.

**C.15 KEY PERFORMANCE INDICATORS**

The Department of Real Estate Services will require adherence to the following Key Performance Indicators as they pertain to the execution and management of this solicitation and subsequent contract award(s). The Contract Administrator will conduct a semi-annual review of contractor(s) performance, based on these factors and will prepare a report for the agency Contracting Officer's review. Selected contractors must meet the targeted goals within the first year of contract award and maintain that same level of service throughout the award period (to include option year periods). The Contractor(s) ability to meet this criteria will be evaluated on a semi-annual basis. The following key performance indicators will be measured based on cost effectiveness, quantity of performance, timeliness of performance; adherence to scope of services, providing of exception services including but not limited to the scope of services.

A. Fire systems assessment for adherence to compliance with local and federal governing authority regulations.	
<u>Target:</u> <ul style="list-style-type: none"> <li>▪ 100 % adherence, all systems fully operational based on guidelines established by governing authority, within the first year of the contract award.</li> <li>▪ 100% adherence to schedule of services</li> </ul>	<u>Measure:</u> <ul style="list-style-type: none"> <li>▪ Completion of standard and extended services within scheduled frequency</li> <li>▪ Reporting of successful completion to CA based on guidelines established in this solicitation</li> </ul>
B. Fire extinguisher maintenance compliance, fire extinguisher testing with compliance records.	
<u>Target:</u> <ul style="list-style-type: none"> <li>▪ 100 % adherence, all systems fully operational based on guidelines established by governing authority, within the first year of the contract award.</li> <li>▪ 100% adherence to schedule of services</li> </ul>	<u>Measure:</u> <ul style="list-style-type: none"> <li>▪ Completion of standard and extended services within scheduled frequency</li> <li>▪ Reporting of successful completion to CA based on guidelines established in this solicitation</li> </ul>
C. Smoke/Heat Detector Maintenance and operational compliance.	
<u>Target:</u> <ul style="list-style-type: none"> <li>▪ 100 % adherence, all systems fully operational based on guidelines established by governing authority, within the first year of the contract award.</li> <li>▪ 100% adherence to schedule of services</li> </ul>	<u>Measure:</u> <ul style="list-style-type: none"> <li>▪ Completion of standard and extended services within scheduled frequency</li> <li>▪ Reporting of successful completion to CA based on guidelines established in this solicitation</li> </ul>
D. Sprinkler system maintenance and operation compliance.	
<u>Target:</u>	<u>Measure:</u>

Maintenance and Repair of Various Fire Alarm Systems  
DCAM-2011-B-0152

<ul style="list-style-type: none"> <li>▪ 100 % adherence, all systems fully operational based on guidelines established by governing authority, within the first year of the contract award.</li> <li>▪ 100% adherence to schedule of services</li> </ul>	<ul style="list-style-type: none"> <li>▪ Completion of standard and extended services within scheduled frequency</li> <li>▪ Reporting of successful completion to CA based on guidelines established in this solicitation</li> </ul>
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E. Bulk purchasing discount for parts and consumables included in contract price; and overall systems updates.

<p><u>Target:</u></p> <ul style="list-style-type: none"> <li>▪ 5% service cost reduction every six months of contract terms.</li> <li>▪ 20% reduction in contract cost after second year, before third year.</li> </ul>	<p><u>Measure:</u></p> <ul style="list-style-type: none"> <li>▪ Retrospective discounts applied</li> <li>▪ Satisfactory audit report</li> <li>▪ Purchasing rates are benchmarked for value of money.</li> </ul>
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F. Service management

<p><u>Target:</u></p> <ul style="list-style-type: none"> <li>▪ Immediate response to Districts needs</li> <li>▪ Arrival times adhered to this solicitation</li> <li>▪ Following invoicing and proposal procedures as directed by CA.</li> <li>▪ Timely Reporting</li> <li>▪ Timely Billing</li> <li>▪ Onsite Records</li> <li>▪ Overall reporting and communication systems</li> </ul>	<p><u>Measure:</u></p> <ul style="list-style-type: none"> <li>▪ Timely and adequate reply to deployment</li> <li>▪ Inspection of reports</li> <li>▪ District Staff and residence feedback</li> <li>▪ CA reporting and feedback</li> </ul>
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G. Training, development, licensing and certification of contractor staff

<p><u>Target:</u></p> <ul style="list-style-type: none"> <li>▪ 100% adherence</li> </ul>	<p><u>Measure:</u></p> <ul style="list-style-type: none"> <li>▪ Information supplied to CA on an annual basis.</li> </ul>
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**C.16 COMMUNICATING WITH THE DISTRICT**

**C.16.1** The Department of Real Estate Services requires all contractors use electronic media and telecommunications to maintain contact with the District.

**C.16.2** The Key Personnel shall be responsible for supervision of work. The Key Personnel shall maintain cell phones (with email capacity) and wireless messaging devices to allow contact by District staff at all times.

**C.16.3** The Key Personnel shall be required to answer calls from District staff when District staff calls and/or emails.

**C.16.4** The Key Personnel information shall be recorded herein (below); and any changes, edits or updates shall be provided to the CA, Area Manager and Facility Manager immediately (as changes occur – must be included as offeror’s proposal for evaluation):

<b>NAME</b>	<b>POSITION</b>	<b>CONTRACT INFORMATION</b>

**C.17 WORK CONDUCTED AT CELLBLOCK AND CORRECTIONAL FACILITIES**

**C.17.1** While working inside the District of Correctional (DOC) facilities and/or police cell blocks on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over construction operations. The Contractor shall comply with all such regulations and consider the regulations when preparing their bid.

**C.17.2** In order for the Department of Corrections and Metropolitan Police Departments (MPD) to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the CA, including their name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any), and any vendors requiring access to within the secure perimeter of the facility.

**C.17.3** Workmen will not be permitted in DOC or MPD facilities without approval.

**C.17.4** All tools, equipment, supplies, etc., shall be removed from the compound building daily.

**C.17.5** Proper construction clothing is required. Short pants are not permitted.

**C.17.6** Contractor is also advised that only limited movement will be permitted while inside the compound.

**C.17.7** Contractors are requested to notify the facility point of contact upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.

**C.17.8** Completion of background check is required for all employees who will be working in any District Correctional facility or MPD location.

**C.18 CONTRABAND/TOOL CONTROL:**

**C.18.1** Based on applicable United States, Federal law and District of Columbia law, outlined in section J.1 of this solicitation.

**C.18.2** No one may introduce into or possess on the grounds of any institution of any of the following, which are considered to be contraband except as noted.

**C.18.3** Any intoxicating beverage, Tobacco or paraphernalia is not prohibited.

**C.18.4** Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician.

**C.18.5** Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration.

**C.18.6** Any instrument that may be used as an aid in attempting an escape.

**C.18.7** Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.

**C.18.8** An article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel.

**C.18.9** Money.

**C.18.10** Inmates are not permitted to franchise with the public or contractors.

**C.18.11** Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the Institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the facility. At entry control points, vehicles and personnel will be searched, to include any tools or relating equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.

**C.19 Classification of Tools:** It is difficult to classify every specific tool. However, the classification of tools can be determined according to the following categories.

Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:

**C.19.1** Diamond-point drills

**C.19.2** Ice picks

**C.19.3** Hones and sharpening stock.

**C.19.4** Metal cutters, blades

**C.19.5** Bolt cutters

**C.19.6** Cleaners

**C.19.7** Cutting torches

**C.19.8** Electric drills, portable

**C.19.9** Electric bench and portable grinders

**C.19.10** Files

**C.19.11** Gear pullers

**C.19.12** Diamond point and regular hacksaw blades.

**C.19.13** Lost or stolen tools must be reported to security of the Department of Correction or MPD location

**C.19.14** Broken saw blades must be removed from the property (not left or discarded on site.)

## **C.20 GENERAL REQUIREMENTS**

**C.20.1** When workers are finished for the day, all tools will be accounted for by the worker and escorting officer.

**C.20.2** Workers, once entering controlled areas, are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.

**C.20.3** Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of the prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.

**C.20.4** It is essential that construction operation and debris removal be conducted in a manner to assure that materials which might be used as weapons do not fall into the hands of inmates.

Anything of unusual nature as loss of key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.

**C.20.5** In the event that construction requires the description of plumbing, electrical power, etc., the Correctional Facility point of contact must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be complete at night during

a time when the institution's routine will not be interfered with.

**C.20.6** Workers shall be subjected to all rules and regulation and shall comply with the escorting officers' instruction accordingly.

### **C.21 SITE SECURITY:**

The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):

#### **C.21.1 Photo Identification Card**

Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:

Name;  
Date of Birth;  
Badge or ID Number;  
Address

#### **C.21.2 Records**

Where a representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record, and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and give or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replace by the trade subcontractor or subcontractor at no additional cost.

#### **C.21.3 Lunch Area/Searches**

**C.21.3.1** Contractors will be expected to stay in their respective working areas during their lunch period, unless leaving the grounds is permitted.

**C.21.3.2** All workmen will be expected to submit to a search of themselves, their toolboxes, lunch containers, and/or their vehicles at any time, if the search is deemed necessary.

##### **Prohibited Items**

**C.21.3.3** The following items are prohibited from being brought onto the prison grounds and construction site:

1. Alcoholic beverages and drugs;
2. Tobacco Products
3. Explosive and firearms.

**C.21.4 Dress Code:**

**C.21.4.1** Workmen will maintain proper attire while working at the institution.

**C.21.4.2** It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.

**C.21.4.3** It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.

**C.21.4.4** It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.

**C.21.4.5** It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc.). Also no affectionate or intimate behavior between official visitors and inmates is permitted.

**C.21.4.6** All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.

**C.21.4.7** No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.

**C.21.4.8** Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.

**C.21.4.9** The offering and/or giving of any tips, gratuities, fees, etc. to any inmate and/or prison personnel is strictly prohibited.

**C.21.4.10** The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.

**C.21.4.11** Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.

**C.21.4.12** In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that you communicate this confidentially to the Maintenance Superintendent.

**C.21.5 Tools and Equipment Safety:**

**C.21.5.1** Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.

**C.21.5.2 Tools:** Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, signals, alarm boxes, etc.) at all times.

**C.21.5.3 Powder Actuated Tools:** Comply with Owner's Maintenance Superintendent direction for control of powder used and stored.

**C.21.6 Construction Personnel Vehicle Parking:**

**C.21.6.1** Parking spaces for privately owned vehicles operated by construction personnel may be limited.

**C.21.6.2** The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

**C.22 DEFECTIVE AND COMPROMISED WORK AND SERVICE**

**C.22.1** The contractor will be in immediate technical breach of contract whenever work fails to comply with contractual descriptions or requirements. For the purpose of this solicitation, a defective work may be made by any employee of the District.

**C.22.2** Defective work/and or claims require contractor(s) to rectify defective work within 24 hours of notification by the CA to the contractor. CA may direct the Contractor to remove material from site, demolish the work, reconstruct, replace or correct the work, or not to deliver the material or work to the site. Discovery and reporting of defective work can begin prior to actual completion.

**C.22.3** An assessment of service that does not conform with specified requirements. These defective services shall be noted and reviewed on contract discrepancy reports, and subsequently evaluated for the modification and/or termination of the contract. Further, Contractor will be subject to payment deductions (see invoicing and payments).

**C.23 RIGHT TO RECISION OF WORK AND PROPOSAL REQUIREMENT**

**C.23.1** The District Reserves the right to refuse the Contractor to service or maintenance any/all Fire Alarm/Suppression Systems equipment on District property at any time; and to accept "offers" and/or "proposals" from other Fire Alarm/Suppression Systems maintenance companies to service District properties.

**C.23.2** The contractor must submit work order/proposal with pricing and be approved to move forward with the work by the CA for any/all services.

**SECTION D: PACKAGING AND MARKING**

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

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the Standard Contract Provisions For Use With Supply and Services Contracts dated March, 2007, as amended and incorporated herein by reference. A copy of this booklet is available free of charge to the bidders at the Bid Issuance Office located at 2000 - 14th Street, N.W., 3rd Floor Bid Room, Washington, D.C. 20009.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The base term of the contract shall be for a period of one (1) year from 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 District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor 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 District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

### **F.3 DELIVERABLES**

The Contractor shall provide specific information to the CA according to the following schedule:

Section	Deliverable	Quantity	Format/ Method of Delivery	Due Date
	Monthly Report	1	Soft copy via email	1 <sup>st</sup> of each month
	Service Ticket	1	Soft copy via email	Upon completion of work

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

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the Office of Finance and Resource Management (OFRM) with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of OFRM is:

**Name:** Chanelle Hendrix  
**Address:** Office of Finance and Resource Management (OFRM)  
441 4<sup>th</sup> Street, NW Suite 890-N  
Washington, DC 20001  
**Telephone:** 202-727-0333

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

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

**G.2.2.8** Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

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

**G.3.2** 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 fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

**G.4.1** Payment will be based on the unit prices listed in Section B.4.

**G.4.2** Payment will be made on the deliveries of services for each month accepted by the District.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

### **G.6 THE QUICK PAYMENT CLAUSE**

#### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on

the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of One Percent (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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

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

## **G.6.2 Payments to Subcontractors**

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

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

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

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

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

### **G.6.3 Subcontract requirements**

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

### **G.7 CONTRACTING OFFICER (CO)**

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

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

### **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The Contracting Officer 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 Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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 CONTRACT ADMINISTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

**Andrew Robinson**  
**D.C. Department of Real Estate Services**  
**Contracting and Procurement Division**  
**2000 14<sup>th</sup> Street, NW, 5<sup>th</sup> Floor**  
**Washington, DC 20009**  
**Telephone: 202-671-2802**  
**[Andrew.robinson@dc.gov](mailto:Andrew.robinson@dc.gov)**

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

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

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

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

**H.1.2** At least fifty-one (51%) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.3** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 11, date of last revision: 06/13/11, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

#### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> 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:

- A. Number of employees needed;
- B. Number of current employees transferred;
- C. Number of new job openings created;
- D. Number of job openings listed with DOES;
- E. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

- F. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

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

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

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

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

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

**H.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting

Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

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

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

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

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

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

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

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 13, 2011 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

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

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

**H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also

post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

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

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

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

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

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2007.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

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

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

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

### **H.9.2 Subcontracting Plan**

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

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

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

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

- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3** Subcontracting Plan Compliance Reporting

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

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

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

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

**H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan**

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

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

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

**H.10 ADVISORY AND ASSISTANCE SERVICES**

This contract is a "nonpersonal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March, 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://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 have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000

per occurrence, including the District of Columbia as additional insured.

5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

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

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

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

#### **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

#### **I.10 ORDER OF PRECEDENCE**

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

##### **ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

**I.12 GOVERNING LAW**

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

## SECTION J: LIST OF ATTACHMENTS

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 11 dated June 13, 2011)
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.does.gov">www.ocp.does.gov</a> click on "First Source" click on First Source employment agreement form
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
<b>J.6</b>	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.7</b>	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.8</b>	List Of Buildings And Their Locations

## 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 (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.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 offer 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:

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***(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);***

- a. As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- b. 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 offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.6 TAX CERTIFICATION**

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

#### **K.7 CERTIFICATION OF ELIGIBILITY**

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

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years

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

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**K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER  
CLAUSE**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN  
WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS'  
COMMITTEE.

- A. If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder in Section B to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract.
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the Contractor's responsibility to notify the members shown below of the availability of the contract.
- E. Each participating jurisdiction has the option of executing a separate contract with the Contractor. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.
- F. The District shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the Contractor

**In pricing section of contract:**

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools	___	___	
___	___	College Park, Maryland	___	___	Prince George's County, Maryland
___	___	Culpeper County, Virginia	___	___	Prince George's Public Schools
___	___	District of Columbia	___	___	Prince William County, Virginia
___	___	District of Columbia Courts	___	___	
___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority.	___	___	Pr. William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
___	___		___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm.
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia	___	___	
___	___	MD-Nat. Cap. Park & Plng. Comm.	___	___	

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Vendor Name

## **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 to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

### **L.2 PRE-BID CONFERENCE**

**A pre-bid conference will be held at 9:30 am (EST) on September 27, 2011 at the Community Room, 2<sup>nd</sup> Floor, Reeves Center, 2000 14<sup>th</sup> Street, NW, Washington, DC 20009.** Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for the conference is to provide a structured and formal opportunity for the District to accept questions from 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 their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-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 four calendar days after the pre-bid conference in order to generate an official answer. Official answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

### **L.3 PREPARATION AND SUBMISSION OF BIDS**

- L.3.1** 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 as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCAM-2011-B-0152".**
- L.3.2** 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.3.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

- L.3.4** 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.3.5** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in section B.4 will render the bid non-responsive and disqualify a bid.

**L.4 FAMILIARIZATION WITH CONDITIONS**

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

**L. 5 BID SUBMISSION DATE AND TIME**

**Bids must be submitted no later than 2:00 pm local time on, October 12, 2011 as specified in Section A.9.**

**L.6 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

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.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

- L.7.1** 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:

- L.7.1.1** The bid or modification was sent by registered or certified mail no later than the fifth (5<sup>th</sup>) day before the date specified for receipt of bids; or

- L.7.1.2** The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

### **L.7.2 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.7.3 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.7.4 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.7.5 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.8 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.9 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.10 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 Contract Specialist. The prospective bidder shall submit questions no later than October 3, 2011 to the closing date and time indicated for this solicitation. The District will not consider any questions received before or after October 3, 2011 for submission of bids. The District will furnish responses promptly to all 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 prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

#### **L.11 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO (see Section G.7) by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, 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.12 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 ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent 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 14<sup>th</sup> 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.13 SIGNING OF BIDS**

**L.13.1** The bidder 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.13.2** 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.14 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, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized representative. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

**L.15 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

**L.16 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.16.1** Name, address, telephone number and federal tax identification number of bidder;

**L.16.2** 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, 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.16.3** 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.17 BID OPENING**

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

## **L.18 CERTIFICATES OF INSURANCE**

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

**Diane Wooden**  
**D.C. Department of Real Estate Services**  
**Contract Officer**  
**2000 14<sup>th</sup> Street, NW, 5<sup>th</sup> Floor**  
**Washington, DC 20009**  
**Telephone: 202-671-2405**  
**Diane.wooden@dc.gov**

## **L.19 GENERAL STANDARDS OF RESPONSIBILITY**

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## **L.20 SPECIAL STANDARDS OF RESPONSIBILITY**

In addition to the general standards of responsibility set forth in section L.19, the prospective contractor must demonstrate to the satisfaction of the District specific special responsibility requirement(s) that a bidder must satisfy in order to be eligible for the award. The bidder must submit with its bid convincing evidence that demonstrates that the bidder meets the Special Standard(s) of Responsibility. **Bids submitted in response to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit the information listed below:**

**L.20.1** The bidder shall provide a list of at least 3 similar projects similar, in size and scope, completed in the last five (5) years. Experience of subcontractors will not be accepted.

**L.20.2** For each project listed in response to L.20.1 the bidder shall provide the following information:

**L.20.2.1** Name and location of the project.

**L.20.2.2** Type of project (Federal, State or County Court, Federal, State,

**L.20.3** Cost of the project.

**L.20.2.4** Contract Term.

**L.20.2.5** Contact name, address, and telephone number of agency.

**L.20.3** Bids submitted in response to the IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit with its bid the above information required by Paragraph L.20.

## **SECTION M - EVALUATION FACTORS**

### **M.1. Preferences for Certified Business Enterprises**

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

#### **M.1.1. Application of Preferences**

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

- M.1.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

**M.1.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.1.3 Preferences for Certified Joint Ventures**

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

**M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise**

- M.1.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

- M.1.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

- M.1.4.3** All vendors are encouraged to contact 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 ea







**J.2**

**U.S. Department of labor  
Wage Determination**

WD 05-2104 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2104  
Revision No.: 13  
Date Of Revision: 06/13/2011

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince  
George's, St Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,  
King George, Loudoun, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60

12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08

15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91

23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63

28043	- Carnival Equipment Worker	9.24
28210	- Gate Attendant/Gate Tender	13.01
28310	- Lifeguard	11.59
28350	- Park Attendant (Aide)	14.56
28510	- Recreation Aide/Health Facility Attendant	10.62
28515	- Recreation Specialist	18.04
28630	- Sports Official	11.59
28690	- Swimming Pool Operator	18.21
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	23.13
29020	- Hatch Tender	23.13
29030	- Line Handler	23.13
29041	- Stevedore I	21.31
29042	- Stevedore II	24.24
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021	- Archeological Technician I	20.19
30022	- Archeological Technician II	22.60
30023	- Archeological Technician III	27.98
30030	- Cartographic Technician	27.98
30040	- Civil Engineering Technician	26.41
30061	- Drafter/CAD Operator I	20.19
30062	- Drafter/CAD Operator II	22.60
30063	- Drafter/CAD Operator III	25.19
30064	- Drafter/CAD Operator IV	31.00
30081	- Engineering Technician I	22.92
30082	- Engineering Technician II	25.72
30083	- Engineering Technician III	28.79
30084	- Engineering Technician IV	35.64
30085	- Engineering Technician V	43.61
30086	- Engineering Technician VI	52.76
30090	- Environmental Technician	27.41
30210	- Laboratory Technician	23.38
30240	- Mathematical Technician	28.94
30361	- Paralegal/Legal Assistant I	21.36
30362	- Paralegal/Legal Assistant II	26.47
30363	- Paralegal/Legal Assistant III	32.36
30364	- Paralegal/Legal Assistant IV	39.16
30390	- Photo-Optics Technician	27.98
30461	- Technical Writer I	21.93
30462	- Technical Writer II	26.84
30463	- Technical Writer III	32.47
30491	- Unexploded Ordnance (UXO) Technician I	24.74
30492	- Unexploded Ordnance (UXO) Technician II	29.93
30493	- Unexploded Ordnance (UXO) Technician III	35.88
30494	- Unexploded (UXO) Safety Escort	24.74
30495	- Unexploded (UXO) Sweep Personnel	24.74
30620	- Weather Observer, Combined Upper Air Or (see 2)	25.19
	Surface Programs	
30621	- Weather Observer, Senior (see 2)	27.98
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	14.32
31030	- Bus Driver	20.85
31043	- Driver Courier	13.98
31260	- Parking and Lot Attendant	10.07
31290	- Shuttle Bus Driver	15.66
31310	- Taxi Driver	13.98
31361	- Truckdriver, Light	15.66
31362	- Truckdriver, Medium	17.90

31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds

\$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**J.5**

**Way to work Amendment Act  
2006 – Living Wage Notice &  
Fact Sheet**

# **“THE LIVING WAGE ACT OF 2006”**

**Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)**

**Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2010, the living wage rate is \$12.50.**

## **The requirement to pay a living wage applies to:**

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

**“Contract” means a written agreement between a recipient and the District government.**

**“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.**

**“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.**

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

**Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.**

**All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.**

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

[www.does.dc.gov](http://www.does.dc.gov) or [www.ocp.dc.gov](http://www.ocp.dc.gov)

**To file a complaint contact: Department of Employment Services**

**Office of Wage-Hour**

**64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002**

**(202) 671-1880**



## LIVING WAGE ACT FACT SHEET

The "Living Wage Act of 2006," Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

### **Effective January 1, 2010, the living wage rate is \$12.50 per hour.**

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

"Affiliated employee" means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

**Exemptions** – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current 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;

**J.8 Attachment**  
**Fire Alarm System Service List**

## FIRE ALARM SYSTEM SERVICE LIST

The following list outlines the facilities and fire alarm systems to be serviced and maintained. This list may be amended at any time, either adding or removing locations and systems. Each system is assigned a number and the corresponding building name and address. The current system condition is also listed.

AGGREGATE GROUP (1)					
CLIN	Location	Address	Square footage	Panel Type	Current Condition as of 2010 testing
	D.C. Armory	2001 East Capitol Street, S.E.	575,000	AUTOCALL	Operational, Replacement Recommended
	OPM Warehouse	2200 Adams Place, N.E	178,015	Unknown	System not operational at time of test
	Police Academy	4665 Blue Plains Drive, S.W.	96,860	AFP-400 Notifier	Operational, Replacement Recommended
	First District Police Headquarters	415 4 <sup>th</sup> Street, S.W.	49,887	Unknown	Unknown
	First District Substation	500 'E' Street, N.W.	11,744	EDWARDS E3T-2	Operational
	Second District Police Headquarters	3320 Idaho Avenue, N.W	43,144	EDWARDS E3T-2	Operational
	Third District Police Headquarters	1620 'V' Street, N.W.	45,136	ARC, EDWARDS E3T-2	Operational
	Third District Substation	750 Park Road, N.W.	43,144	EDWARDS E3T-2	Operational
	Fourth District Police Headquarters	4001 Georgia Avenue, N.W.	43,144	EDWARDS E3T-2	Operational, system has faults
	Fifth District Police Headquarters	1805 Bladensburg Road, N.E	43,190	EDWARDS E3T-2	Operational
	Sixth District Police Headquarters	100 - 42nd Street, N.E.	12,800	EDWARDS E3T-2	Operational, faulty sound
	Sixth District Substation	2701 Pennsylvania Avenue, S.E.	576,554	Unknown	Operational
	Seventh District Police Headquarters	2455 Alabama Avenue, S.E	474,680	Honeywell MS-9200 UDLS	System recently replaced, operational
	Youth Division	1700 Rhode Island Avenue, N.E.	12,245	SIMDLEY 4246-2	Operational, upgrade recommended
	Henry Daly Building	300 Indiana Avenue, N.W.	850,354	SIEMENS PYROTROMCS MYC	Recommended replacement, operational
	Harbor Branch	550 Water Street, N.W.	22,461	SIMDLEY 4001	Operational, replacement recommended
	Special Operations Division	2301 'L' Street, N.W.	46,530	NO PANEL FUSES	All devices operational
	Share Computer	222 Massachusetts Avenue, NW	11,744	ELLENCO PNL NV	Not given access to test

	Recorder of Deeds	515 'D' Street, N.W.	22,250	SILENT KNEIGHT IFP 1000	Operational, NEW PNL
	Fire Alarm Headquarters	320 McMillan Drive, N.W.	22,250	FCI 7200	Operational
	Mobile Crime Unit	3521 'V' Street, N.E.		EST 2	Operational, poor sound
	Fleet Maintenance	2175 West Virginia Avenue, N.E.		EST 2	Operational
	NSID	1216 Shannon Place, S.E.		SIMPLEX	Old system, recommend replacement
	MPD Warehouse	2235 Shannon Place, S.E.		SIMPLEX	Old System, recommend replacement

**AGGREGATE GROUP (2)**

<b>CLIN</b>	<b>Location</b>	<b>Address</b>	<b>Square footage</b>	<b>Panel Type</b>	<b>Current Condition as of 2010 testing</b>
	Blair Shelter	633 'I' Street, N.E.	17,549	NOTIFIER DR-A3 SYSTEM 500	Operational, poor sound
	Emery Shelter	1725 Lincoln Road, N.E.	36,249	FIRELITE MS 9200 UDCS	Operational with deficiencies
	Adams Place Shelter	2210 Adams Place, N.E.	12,546	FIRELITE MS 9200	Operational
	New York Avenue Shelter	1355 - 1357 New York Avenue, N.E.	19,400	FIRELITE HENEYWELL MS-100	Operational with deficiencies
	House of Ruth	615 10 <sup>th</sup> Street, N.E.	18,246	SYSTEMS 3	Operational
	CCNV, Open Door & Clean & Sober	425 2 <sup>nd</sup> Street, NE	250,000	FIRELITE MS-9600	Operational
	Franklin Building	915 15 <sup>th</sup> Street, N.W.	41,000	SILENT KNIGHT	Panel replaced in 2008
	LaCasa	1436 Irving Street, N.W.	12,708	NOTIFIER SFP	Operational
	Spring Road	1433 Spring Road, N.W.	6,900	FIRE LITE MS 905 OUD	Operational (some repairs needed)
	New Endeavors for Women	611 N Street, N.W.	11,370	NOTIFIER SFP CLASS A	Old System Functional Replacement Recommended
	Gales	65 New York Avenue, N.W.	41,000		BUILDING CLOSED
	Harriet Tubam (DCGH Café)	1900 Massachusetts Avenue, S.E.	15,000	SIMPLEX	Aged System, Replacement Recommended
	801 East Building	2700 Martin Luther King Jr. Avenue, S.E.	60,608	SILETN KNIGHT IFP 1000	Operational with deficiencies

**AGGREGATE GROUP (3)**

<b>CLIN</b>	<b>Location</b>	<b>Address</b>	<b>Square footage</b>	<b>Panel Type</b>	<b>Current Condition as of 2010 testing</b>
	D.C. Records Center	1300 Naylor Court, N.W.	25,000	SYSTEM 3 PYROTRONIC S CP35-35	Building Closed/Operational with deficiencies
	Chief Medical Examiner's Building	19 <sup>th</sup> and Massachusetts Avenue, S.E.		NOTIFIER AFP-200	Operational with deficiencies
	Youth Rehabilitation Center	1000 Mount Olivet Road, N.E.		SIEMENS MYL	Operational with deficiencies
	D.C. General Hospital Facilities	19 <sup>th</sup> and Massachusetts Avenue, S.E.		SIMPLEX 4100	Construction ongoing, operational, tests incomplete
	Detox Clinic	19 <sup>th</sup> and Massachusetts Avenue, S.E.			
	Women's Services	19 <sup>th</sup> and Massachusetts Avenue, S.E.			
	T.B. Clinic	19 <sup>th</sup> and Massachusetts Avenue, S.E.			
	CPEP Clinic	19 <sup>th</sup> and Massachusetts Avenue, S.E.			
	Chest Clinic	19 <sup>th</sup> and Massachusetts Avenue, S.E.			
	ACC Building No. 29	19 <sup>th</sup> and Massachusetts Avenue, S.E.			