

SOLICITATION, OFFER, AND AWARD		1. Caption Maintenance and Repair Services of Emergency Generators in Various D.C. Government Facilities		Page of Pages 1 88	
2. Contract Number	3. Solicitation Number DCAM-2011-R-0136	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued May 25, 2011	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Mandatory 35% SBE Sub-Contracting Set Aside (See Section H.9.1)	
7. Issued By: D.C. Department of Real Estate Services Contracting and Procurement Division 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		

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

SOLICITATION

9. Sealed offers in original and 4 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 June 23, 2011
(Hour) (Date)

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

10. For Information Contact	A. Name Janet C. Concepcion	B. Telephone (Area Code) 202 (Number) 671-2342 (Ext)	C. E-mail Address janet.concepcion@dc.gov
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature
18. Offer Date		

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

SECTION B: SUPPLIES OR SERVICES AND COST

- B.1** The District of Columbia, Department of Real Estate Services, Contracting and Procurement Division (the “District”) is seeking Contractor(s) to provide all labor, materials and equipment for maintenance and repair services for emergency generators in various D.C. facilities listed in Section J.9.

The District intends to award a single up to four (4) contracts resulting from this solicitation to the responsible Offeror(s) whose offer conforming to the solicitation will be most advantageous to the District. Offerors may submit an offer for one or all four (4) groups.

- B.2** The District contemplates award of a Firm Fixed Price Contract(s) with Cost-Reimbursement Component.

B.2.1 FIXED PRICE

The contract shall be performed in accordance to the requirements outlined in Section C, Specifications/Work Statement. The Contractor shall be paid for preventive maintenance services on a monthly basis.

B.2.2 COST REIMBURSEMENT

The Contractor shall be reimbursed for costs incurred in performing authorized reimbursable repairs services in accordance to the hourly rates established in the Price Schedule.

- B.3** An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals 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 the 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.

B.4 PRICE SCHEDULE

B.4.1 GROUP 1

B.4.1.1 BASE YEAR

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
0001	Shelter - 801 East (Cummins)	12 months	\$ /month	
0002	Shelter (Cummins)	12 months	\$ /month	
0003	Shelter (Kohler)	12 months	\$ /month	
0004	Federal City Shelter (Katolight)	12 months	\$ /month	
0005	Bundy Building (Katolight)	12 months	\$ /month	
0006	Electric Service Division (Allas Chalmers)	12 months	\$ /month	
0007	Fire Alarm HQ (WauKesha)	12 months	\$ /month	
0008	Fire Alarm HQ (Kohler)	12 months	\$ /month	
0009	Fire Alarm HQ (General)	12 months	\$ /month	
0010	Fire Alarm HQ (Caterpillar)	12 months	\$ /month	
0011	UCC Shelter (Katolight)	12 months	\$ /month	
0012	Electric Service Division (Gundoc/Allas Chalmers)	12 months	\$ /month	
0013	Youth Center (Katolight)	12 months	\$ /month	
0014	Staples Arts (Onan)	12 months	\$ /month	
COST REIMBURSEMENT				
0015	Mechanic/Technician	100 hours	\$ /hour	
0016	Helper/Apprentice	50 hours	\$ /hour	
0017	Evening/Weekend/Holidays	100 hours	\$ /hour	
0018	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR BASE YEAR				

B.4.1.2 OPTION YEAR 1

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
0001	Shelter - 801 East (Cummins)	12 months	\$ /month	
0002	Shelter (Cummins)	12 months	\$ /month	
0003	Shelter (Kohler)	12 months	\$ /month	
0004	Federal City Shelter (Katolight)	12 months	\$ /month	
0005	Bundy Building (Katolight)	12 months	\$ /month	
0006	Electric Service Division (Allas Chalmers)	12 months	\$ /month	
0007	Fire Alarm HQ (WauKesha)	12 months	\$ /month	
0008	Fire Alarm HQ (Kohler)	12 months	\$ /month	
0009	Fire Alarm HQ (General)	12 months	\$ /month	
0010	Fire Alarm HQ (Caterpillar)	12 months	\$ /month	
0011	UCC Shelter (Katolight)	12 months	\$ /month	
0012	Electric Service Division (Gundoc/Allas Chalmers)	12 months	\$ /month	
0013	Youth Center (Katolight)	12 months	\$ /month	
0014	Staples Arts (Onan)	12 months	\$ /month	
COST REIMBURSEMENT				
0015	Mechanic/Technician	100 hours	\$ /hour	
0016	Helper/Apprentice	50 hours	\$ /hour	
0017	Evening/Weekend/Holidays	100 hours	\$ /hour	
0018	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 1				

B.4.1.3 OPTION YEAR 2

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
0001	Shelter - 801 East (Cummins)	12 months	\$ /month	
0002	Shelter (Cummins)	12 months	\$ /month	
0003	Shelter (Kohler)	12 months	\$ /month	
0004	Federal City Shelter (Katolight)	12 months	\$ /month	
0005	Bundy Building (Katolight)	12 months	\$ /month	
0006	Electric Service Division (Allas Chalmers)	12 months	\$ /month	
0007	Fire Alarm HQ (WauKesha)	12 months	\$ /month	
0008	Fire Alarm HQ (Kohler)	12 months	\$ /month	
0009	Fire Alarm HQ (General)	12 months	\$ /month	
0010	Fire Alarm HQ (Caterpillar)	12 months	\$ /month	
0011	UCC Shelter (Katolight)	12 months	\$ /month	
0012	Electric Service Division (Gundoc/Allas Chalmers)	12 months	\$ /month	
0013	Youth Center (Katolight)	12 months	\$ /month	
0014	Staples Arts (Onan)	12 months	\$ /month	
COST REIMBURSEMENT				
0015	Mechanic/Technician	100 hours	\$ /hour	
0016	Helper/Apprentice	50 hours	\$ /hour	
0017	Evening/Weekend/Holidays	100 hours	\$ /hour	
0018	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 2				

B.4.1.4 OPTION YEAR 3

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
0001	Shelter - 801 East (Cummins)	12 months	\$ /month	
0002	Shelter (Cummins)	12 months	\$ /month	
0003	Shelter (Kohler)	12 months	\$ /month	
0004	Federal City Shelter (Katolight)	12 months	\$ /month	
0005	Bundy Building (Katolight)	12 months	\$ /month	
0006	Electric Service Division (Allas Chalmers)	12 months	\$ /month	
0007	Fire Alarm HQ (WauKesha)	12 months	\$ /month	
0008	Fire Alarm HQ (Kohler)	12 months	\$ /month	
0009	Fire Alarm HQ (General)	12 months	\$ /month	
0010	Fire Alarm HQ (Caterpillar)	12 months	\$ /month	
0011	UCC Shelter (Katolight)	12 months	\$ /month	
0012	Electric Service Division (Gundoc/Allas Chalmers)	12 months	\$ /month	
0013	Youth Center (Katolight)	12 months	\$ /month	
0014	Staples Arts (Onan)	12 months	\$ /month	
COST REIMBURSEMENT				
0015	Mechanic/Technician	100 hours	\$ /hour	
0016	Helper/Apprentice	50 hours	\$ /hour	
0017	Evening/Weekend/Holidays	100 hours	\$ /hour	
0018	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 3				

B.4.1.5 OPTION YEAR 4

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
0001	Shelter - 801 East (Cummins)	12 months	\$ /month	
0002	Shelter (Cummins)	12 months	\$ /month	
0003	Shelter (Kohler)	12 months	\$ /month	
0004	Federal City Shelter (Katolight)	12 months	\$ /month	
0005	Bundy Building (Katolight)	12 months	\$ /month	
0006	Electric Service Division (Allas Chalmers)	12 months	\$ /month	
0007	Fire Alarm HQ (WauKesha)	12 months	\$ /month	
0008	Fire Alarm HQ (Kohler)	12 months	\$ /month	
0009	Fire Alarm HQ (General)	12 months	\$ /month	
0010	Fire Alarm HQ (Caterpillar)	12 months	\$ /month	
0011	UCC Shelter (Katolight)	12 months	\$ /month	
0012	Electric Service Division (Gundoc/Allas Chalmers)	12 months	\$ /month	
0013	Youth Center (Katolight)	12 months	\$ /month	
0014	Staples Arts (Onan)	12 months	\$ /month	
COST REIMBURSEMENT				
0015	Mechanic/Technician	100 hours	\$ /hour	
0016	Helper/Apprentice	50 hours	\$ /hour	
0017	Evening/Weekend/Holidays	100 hours	\$ /hour	
0018	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 4				
TOTAL FOR FIVE YEARS (BASE YEAR & 4 OPTION YEARS)				

B.4.2 GROUP 2

B.4.2.1 BASE YEAR

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
1001	Juvenile Processing (Tradewinds)	12 months	\$ /month	
1002	Police Academy (Empire/Tradewinds)	12 months	\$ /month	
1003	1st District Police HQ (Previous) (Onan/Power Zone)	12 months	\$ /month	
1004	1st District Police HQ (Current) (Onan/Cummins)	12 months	\$ /month	
1005	2nd District Police HQ (Onan)	12 months	\$ /month	
1006	3rd District Police HQ (Onan)	12 months	\$ /month	
1007	4th District Police HQ (Onan/Spectrum)	12 months	\$ /month	
1008	5th District Police HQ (Onan/Whisperwatt)	12 months	\$ /month	
1009	6th District Police HQ (Onan)	12 months	\$ /month	
1010	7th District Police HQ (Generac)	12 months	\$ /month	
1011	Youth Division (Onan/Tradewinds)	12 months	\$ /month	
1012	Municipal Center (Caterpillar)	12 months	\$ /month	
1013	Municipal Center (Kohler)	12 months	\$ /month	
1014	Municipal Center (All Power)	12 months	\$ /month	
1015	Municipal Center (Kohler)	12 months	\$ /month	
1016	Municipal Building (Caterpillar/Katolight)	12 months	\$ /month	
1017	DC Records Center (Onan)	12 months	\$ /month	
1018	Harbor Branch (Onan)	12 months	\$ /month	
1019	Old Juvenile Court (Katolight)	12 months	\$ /month	
1020	Special Operations Division (Tradewinds)	12 months	\$ /month	
1021	Radio Tower (Onan)	12 months	\$ /month	
1022	Share Computer Center (Katolight)	12 months	\$ /month	

1023	3 D Sub (Tradewinds)	12 months	\$ /month	
1024	Patrol Services Division (Kohler)	12 months	\$ /month	
COST REIMBURSEMENT				
1025	Mechanic/Technician	100 hours	\$ /hour	
1026	Helper/Apprentice	50 hours	\$ /hour	
1027	Evening/Weekend/Holidays	100 hours	\$ /hour	
1028	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR BASE YEAR				

B.4.2.2 OPTION YEAR 1

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
1001	Juvenile Processing (Tradewinds)	12 months	\$ /month	
1002	Police Academy (Empire/Tradewinds)	12 months	\$ /month	
1003	1st District Police HQ (Previous) (Onan/Power Zone)	12 months	\$ /month	
1004	1st District Police HQ (Current) (Onan/Cummins)	12 months	\$ /month	
1005	2nd District Police HQ (Onan)	12 months	\$ /month	
1006	3rd District Police HQ (Onan)	12 months	\$ /month	
1007	4th District Police HQ (Onan/Spectrum)	12 months	\$ /month	
1008	5th District Police HQ (Onan/Whisperwatt)	12 months	\$ /month	
1009	6th District Police HQ (Onan)	12 months	\$ /month	
1010	7th District Police HQ (Generac)	12 months	\$ /month	
1011	Youth Division (Onan/Tradewinds)	12 months	\$ /month	
1012	Municipal Center (Caterpillar)	12 months	\$ /month	
1013	Municipal Center (Kohler)	12 months	\$ /month	
1014	Municipal Center (All Power)	12 months	\$ /month	

1015	Municipal Center (Kohler)	12 months	\$ /month	
1016	Municipal Building (Caterpillar/Katolight)	12 months	\$ /month	
1017	DC Records Center (Onan)	12 months	\$ /month	
1018	Harbor Branch (Onan)	12 months	\$ /month	
1019	Old Juvenile Court (Katolight)	12 months	\$ /month	
1020	Special Operations Division (Tradewinds)	12 months	\$ /month	
1021	Radio Tower (Onan)	12 months	\$ /month	
1022	Share Computer Center (Katolight)	12 months	\$ /month	
1023	3 D Sub (Tradewinds)	12 months	\$ /month	
1024	Patrol Services Division (Kohler)	12 months	\$ /month	
COST REIMBURSEMENT				
1025	Mechanic/Technician	100 hours	\$ /hour	
1026	Helper/Apprentice	50 hours	\$ /hour	
1027	Evening/Weekend/Holidays	100 hours	\$ /hour	
1028	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 1				

B.4.2.3 OPTION YEAR 2

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
1001	Juvenile Processing (Tradewinds)	12 months	\$ /month	
1002	Police Academy (Empire/Tradewinds)	12 months	\$ /month	
1003	1st District Police HQ (Previous) (Onan/Power Zone)	12 months	\$ /month	
1004	1st District Police HQ (Current) (Onan/Cummins)	12 months	\$ /month	
1005	2nd District Police HQ (Onan)	12 months	\$ /month	
1006	3rd District Police HQ (Onan)	12 months	\$ /month	

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1007	4th District Police HQ (Onan/Spectrum)	12 months	\$ /month	
1008	5th District Police HQ (Onan/Whisperwatt)	12 months	\$ /month	
1009	6th District Police HQ (Onan)	12 months	\$ /month	
1010	7th District Police HQ (Generac)	12 months	\$ /month	
1011	Youth Division (Onan/Tradewinds)	12 months	\$ /month	
1012	Municipal Center (Caterpillar)	12 months	\$ /month	
1013	Municipal Center (Kohler)	12 months	\$ /month	
1014	Municipal Center (All Power)	12 months	\$ /month	
1015	Municipal Center (Kohler)	12 months	\$ /month	
1016	Municipal Building (Caterpillar/Katolight)	12 months	\$ /month	
1017	DC Records Center (Onan)	12 months	\$ /month	
1018	Harbor Branch (Onan)	12 months	\$ /month	
1019	Old Juvenile Court (Katolight)	12 months	\$ /month	
1020	Special Operations Division (Tradewinds)	12 months	\$ /month	
1021	Radio Tower (Onan)	12 months	\$ /month	
1022	Share Computer Center (Katolight)	12 months	\$ /month	
1023	3 D Sub (Tradewinds)	12 months	\$ /month	
1024	Patrol Services Division (Kohler)	12 months	\$ /month	
COST REIMBURSEMENT				
1025	Mechanic/Technician	100 hours	\$ /hour	
1026	Helper/Apprentice	50 hours	\$ /hour	
1027	Evening/Weekend/Holidays	100 hours	\$ /hour	
1028	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 2				

B.4.2.4 OPTION YEAR 3

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
1001	Juvenile Processing (Tradewinds)	12 months	\$ /month	
1002	Police Academy (Empire/Tradewinds)	12 months	\$ /month	
1003	1st District Police HQ (Previous) (Onan/Power Zone)	12 months	\$ /month	
1004	1st District Police HQ (Current) (Onan/Cummins)	12 months	\$ /month	
1005	2nd District Police HQ (Onan)	12 months	\$ /month	
1006	3rd District Police HQ (Onan)	12 months	\$ /month	
1007	4th District Police HQ (Onan/Spectrum)	12 months	\$ /month	
1008	5th District Police HQ (Onan/Whisperwatt)	12 months	\$ /month	
1009	6th District Police HQ (Onan)	12 months	\$ /month	
1010	7th District Police HQ (Generac)	12 months	\$ /month	
1011	Youth Division (Onan/Tradewinds)	12 months	\$ /month	
1012	Municipal Center (Caterpillar)	12 months	\$ /month	
1013	Municipal Center (Kohler)	12 months	\$ /month	
1014	Municipal Center (All Power)	12 months	\$ /month	
1015	Municipal Center (Kohler)	12 months	\$ /month	
1016	Municipal Building (Caterpillar/Katolight)	12 months	\$ /month	
1017	DC Records Center (Onan)	12 months	\$ /month	
1018	Harbor Branch (Onan)	12 months	\$ /month	
1019	Old Juvenile Court (Katolight)	12 months	\$ /month	
1020	Special Operations Division (Tradewinds)	12 months	\$ /month	
1021	Radio Tower (Onan)	12 months	\$ /month	
1022	Share Computer Center (Katolight)	12 months	\$ /month	
1023	3 D Sub (Tradewinds)	12 months	\$ /month	

1024	Patrol Services Division (Kohler)	12 months	\$ /month	
COST REIMBURSEMENT				
1025	Mechanic/Technician	100 hours	\$ /hour	
1026	Helper/Apprentice	50 hours	\$ /hour	
1027	Evening/Weekend/Holidays	100 hours	\$ /hour	
1028	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 3				

B.4.2.5 OPTION YEAR 4

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
1001	Juvenile Processing (Tradewinds)	12 months	\$ /month	
1002	Police Academy (Empire/Tradewinds)	12 months	\$ /month	
1003	1st District Police HQ (Previous) (Onan/Power Zone)	12 months	\$ /month	
1004	1st District Police HQ (Current) (Onan/Cummins)	12 months	\$ /month	
1005	2nd District Police HQ (Onan)	12 months	\$ /month	
1006	3rd District Police HQ (Onan)	12 months	\$ /month	
1007	4th District Police HQ (Onan/Spectrum)	12 months	\$ /month	
1008	5th District Police HQ (Onan/Whisperwatt)	12 months	\$ /month	
1009	6th District Police HQ (Onan)	12 months	\$ /month	
1010	7th District Police HQ (Generac)	12 months	\$ /month	
1011	Youth Division (Onan/Tradewinds)	12 months	\$ /month	
1012	Municipal Center (Caterpillar)	12 months	\$ /month	
1013	Municipal Center (Kohler)	12 months	\$ /month	
1014	Municipal Center (All Power)	12 months	\$ /month	
1015	Municipal Center (Kohler)	12 months	\$ /month	

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1016	Municipal Building (Caterpillar/Katolight)	12 months	\$ /month	
1017	DC Records Center (Onan)	12 months	\$ /month	
1018	Harbor Branch (Onan)	12 months	\$ /month	
1019	Old Juvenile Court (Katolight)	12 months	\$ /month	
1020	Special Operations Division (Tradewinds)	12 months	\$ /month	
1021	Radio Tower (Onan)	12 months	\$ /month	
1022	Share Computer Center (Katolight)	12 months	\$ /month	
1023	3 D Sub (Tradewinds)	12 months	\$ /month	
1024	Patrol Services Division (Kohler)	12 months	\$ /month	
COST REIMBURSEMENT				
1025	Mechanic/Technician	100 hours	\$ /hour	
1026	Helper/Apprentice	50 hours	\$ /hour	
2027	Evening/Weekend/Holidays	100 hours	\$ /hour	
1028	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 4				
TOTAL FOR FIVE YEARS (BASE YEAR & 4 OPTION YEARS)				

B.4.3 GROUP 3

B.4.3.1 BASE YEAR

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
2001	DC Armory (Generac/Leroy Summers)	12 months	\$ /month	
2002	Adams Place (Lima)	12 months	\$ /month	
2003	DC General Core Building (Cummins)	12 months	\$ /month	
2004	DC General Core Building (Marathon)	12 months	\$ /month	
2005	DC General Core Building (Cummins)	12 months	\$ /month	
2006	DC General Steam Plant (Western Branch/Lake Shore)	12 months	\$ /month	
2007	DC General Bldg. 9 (Lima)	12 months	\$ /month	
2008	DC General ACC Building (Onan)	12 months	\$ /month	
2009	DC General O.C.M.E. (Cummins/Onan)	12 months	\$ /month	
2010	DC General Bldg. 12 (Kohler)	12 months	\$ /month	
2011	DC General Bldg. 14 (Cummins/Lummis)	12 months	\$ /month	
2012	DC General Bldg. 11 (Cummins)	12 months	\$ /month	
COST REIMBURSEMENT				
2013	Mechanic/Technician	100 hours	\$ /hour	
2014	Helper/Apprentice	50 hours	\$ /hour	
2015	Evening/Weekend/Holidays	100 hours	\$ /hour	
2016	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR BASE YEAR				

B.4.3.2 OPTION YEAR 1

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
2001	DC Armory (Generac/Leroy Summers)	12 months	\$ /month	
2002	Adams Place (Lima)	12 months	\$ /month	
2003	DC General Core Building (Cummins)	12 months	\$ /month	
2004	DC General Core Building (Marathon)	12 months	\$ /month	
2005	DC General Core Building (Cummins)	12 months	\$ /month	
2006	DC General Steam Plant (Western Branch/Lake Shore)	12 months	\$ /month	
2007	DC General Bldg. 9 (Lima)	12 months	\$ /month	
2008	DC General ACC Building (Onan)	12 months	\$ /month	
2009	DC General O.C.M.E. (Cummins/Onan)	12 months	\$ /month	
2010	DC General Bldg. 12 (Kohler)	12 months	\$ /month	
2011	DC General Bldg. 14 (Cummins/Lummis)	12 months	\$ /month	
2012	DC General Bldg. 11 (Cummins)	12 months	\$ /month	
COST REIMBURSEMENT				
2013	Mechanic/Technician	100 hours	\$ /hour	
2014	Helper/Apprentice	50 hours	\$ /hour	
2015	Evening/Weekend/Holidays	100 hours	\$ /hour	
2016	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 1				

B.4.3.3 OPTION YEAR 2

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
2001	DC Armory (Generac/Leroy Summers)	12 months	\$ /month	
2002	Adams Place (Lima)	12 months	\$ /month	
2003	DC General Core Building (Cummins)	12 months	\$ /month	
2004	DC General Core Building (Marathon)	12 months	\$ /month	
2005	DC General Core Building (Cummins)	12 months	\$ /month	
2006	DC General Steam Plant (Western Branch/Lake Shore)	12 months	\$ /month	
2007	DC General Bldg. 9 (Lima)	12 months	\$ /month	
2008	DC General ACC Building (Onan)	12 months	\$ /month	
2009	DC General O.C.M.E. (Cummins/Onan)	12 months	\$ /month	
2010	DC General Bldg. 12 (Kohler)	12 months	\$ /month	
2011	DC General Bldg. 14 (Cummins/Lummis)	12 months	\$ /month	
2012	DC General Bldg. 11 (Cummins)	12 months	\$ /month	
COST REIMBURSEMENT				
2013	Mechanic/Technician	100 hours	\$ /hour	
2014	Helper/Apprentice	50 hours	\$ /hour	
2015	Evening/Weekend/Holidays	100 hours	\$ /hour	
2016	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 2				

B.4.3.4 OPTION YEAR 3

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
2001	DC Armory (Generac/Leroy Summers)	12 months	\$ /month	
2002	Adams Place (Lima)	12 months	\$ /month	
2003	DC General Core Building (Cummins)	12 months	\$ /month	
2004	DC General Core Building (Marathon)	12 months	\$ /month	
2005	DC General Core Building (Cummins)	12 months	\$ /month	
2006	DC General Steam Plant (Western Branch/Lake Shore)	12 months	\$ /month	
2007	DC General Bldg. 9 (Lima)	12 months	\$ /month	
2008	DC General ACC Building (Onan)	12 months	\$ /month	
2009	DC General O.C.M.E. (Cummins/Onan)	12 months	\$ /month	
2010	DC General Bldg. 12 (Kohler)	12 months	\$ /month	
2011	DC General Bldg. 14 (Cummins/Lummis)	12 months	\$ /month	
2012	DC General Bldg. 11 (Cummins)	12 months	\$ /month	
COST REIMBURSEMENT				
2013	Mechanic/Technician	100 hours	\$ /hour	
2014	Helper/Apprentice	50 hours	\$ /hour	
2015	Evening/Weekend/Holidays	100 hours	\$ /hour	
2016	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 3				

B.4.3.5 OPTION YEAR 4

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
2001	DC Armory (Generac/Leroy Summers)	12 months	\$ /month	
2002	Adams Place (Lima)	12 months	\$ /month	
2003	DC General Core Building (Cummins)	12 months	\$ /month	
2004	DC General Core Building (Marathon)	12 months	\$ /month	
2005	DC General Core Building (Cummins)	12 months	\$ /month	
2006	DC General Steam Plant (Western Branch/Lake Shore)	12 months	\$ /month	
2007	DC General Bldg. 9 (Lima)	12 months	\$ /month	
2008	DC General ACC Building (Onan)	12 months	\$ /month	
2009	DC General O.C.M.E. (Cummins/Onan)	12 months	\$ /month	
2010	DC General Bldg. 12 (Kohler)	12 months	\$ /month	
2011	DC General Bldg. 14 (Cummins/Lummis)	12 months	\$ /month	
2012	DC General Bldg. 11 (Cummins)	12 months	\$ /month	
COST REIMBURSEMENT				
2013	Mechanic/Technician	100 hours	\$ /hour	
2014	Helper/Apprentice	50 hours	\$ /hour	
2015	Evening/Weekend/Holidays	100 hours	\$ /hour	
2016	Material Cost (not to exceed)			\$ 10,000.00
TOTAL FOR OPTION YEAR 4				
TOTAL FOR FIVE YEARS (BASE YEAR & 4 OPTION YEARS)				

B.4.4 GROUP 4

B.4.4.1 BASE YEAR

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
3001	Georgetown Hospital (Cummins/Onan)	12 months	\$ /month	
3002	GWU (Cummins/Onan)	12 months	\$ /month	
3003	Sibley Hospital (Cummins/Onan)	12 months	\$ /month	
3004	Fletcher Johnson (Katolight)	12 months	\$ /month	
3005	St. Elisabeth (Cummins/Onan)	12 months	\$ /month	
3006	UDC (Generac)	12 months	\$ /month	
3007	Hughes 4th District (Cummins/Onan)	12 months	\$ /month	
3008	Rhode Island (Generac/Tradewinds)	12 months	\$ /month	
3009	PSCC and Tower (Generac/Tradewinds)	12 months	\$ /month	
COST REIMBURSEMENT				
3010	Mechanic/Technician	50 hours	\$ /hour	
3011	Helper/Apprentice	25 hours	\$ /hour	
3012	Evening/Weekend/Holidays	50 hours	\$ /hour	
3013	Material Cost (not to exceed)			\$ 3,000.00
TOTAL FOR BASE YEAR				

B.4.4.2 OPTION YEAR 1

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
3001	Georgetown Hospital (Cummins/Onan)	12 months	\$ /month	
3002	GWU (Cummins/Onan)	12 months	\$ /month	
3003	Sibley Hospital (Cummins/Onan)	12 months	\$ /month	

3004	Fletcher Johnson (Katolight)	12 months	\$ /month	
3005	St. Elisabeth (Cummins/Onan)	12 months	\$ /month	
3006	UDC (Generac)	12 months	\$ /month	
3007	Hughes 4th District (Cummins/Onan)	12 months	\$ /month	
3008	Rhode Island (Generac/Tradewinds)	12 months	\$ /month	
3009	PSCC and Tower (Generac/Tradewinds)	12 months	\$ /month	
COST REIMBURSEMENT				
3010	Mechanic/Technician	50 hours	\$ /hour	
3011	Helper/Apprentice	25 hours	\$ /hour	
3012	Evening/Weekend/Holidays	50 hours	\$ /hour	
3013	Material Cost (not to exceed)			\$ 3,000.00
TOTAL FOR OPTION YEAR 1				

B.4.4.3 OPTION YEAR 2

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
3001	Georgetown Hospital (Cummins/Onan)	12 months	\$ /month	
3002	GWU (Cummins/Onan)	12 months	\$ /month	
3003	Sibley Hospital (Cummins/Onan)	12 months	\$ /month	
3004	Fletcher Johnson (Katolight)	12 months	\$ /month	
3005	St. Elisabeth (Cummins/Onan)	12 months	\$ /month	
3006	UDC (Generac)	12 months	\$ /month	
3007	Hughes 4th District (Cummins/Onan)	12 months	\$ /month	
3008	Rhode Island (Generac/Tradewinds)	12 months	\$ /month	
3009	PSCC and Tower (Generac/Tradewinds)	12 months	\$ /month	
COST REIMBURSEMENT				

3010	Mechanic/Technician	50 hours	\$ /hour	
3011	Helper/Apprentice	25 hours	\$ /hour	
3012	Evening/Weekend/Holidays	50 hours	\$ /hour	
3013	Material Cost (not to exceed)			\$ 3,000.00
TOTAL FOR OPTION YEAR 2				

B.4.4.4 OPTION YEAR 3

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
3001	Georgetown Hospital (Cummins/Onan)	12 months	\$ /month	
3002	GWU (Cummins/Onan)	12 months	\$ /month	
3003	Sibley Hospital (Cummins/Onan)	12 months	\$ /month	
3004	Fletcher Johnson (Katolight)	12 months	\$ /month	
3005	St. Elisabeth (Cummins/Onan)	12 months	\$ /month	
3006	UDC (Generac)	12 months	\$ /month	
3007	Hughes 4th District (Cummins/Onan)	12 months	\$ /month	
3008	Rhode Island (Generac/Tradewinds)	12 months	\$ /month	
3009	PSCC and Tower (Generac/Tradewinds)	12 months	\$ /month	
COST REIMBURSEMENT				
3010	Mechanic/Technician	50 hours	\$ /hour	
3011	Helper/Apprentice	25 hours	\$ /hour	
3012	Evening/Weekend/Holidays	50 hours	\$ /hour	
3013	Material Cost (not to exceed)			\$ 3,000.00
TOTAL FOR OPTION YEAR 3				

B.4.4.5 OPTION YEAR 4

CLIN	ITEM DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
PREVENTIVE MAINTENANCE				
3001	Georgetown Hospital (Cummins/Onan)	12 months	\$ /month	
3002	GWU (Cummins/Onan)	12 months	\$ /month	
3003	Sibley Hospital (Cummins/Onan)	12 months	\$ /month	
3004	Fletcher Johnson (Katolight)	12 months	\$ /month	
3005	St. Elisabeth (Cummins/Onan)	12 months	\$ /month	
3006	UDC (Generac)	12 months	\$ /month	
3007	Hughes 4th District (Cummins/Onan)	12 months	\$ /month	
3008	Rhode Island (Generac/Tradewinds)	12 months	\$ /month	
3009	PSCC and Tower (Generac/Tradewinds)	12 months	\$ /month	
COST REIMBURSEMENT				
3010	Mechanic/Technician	50 hours	\$ /hour	
3011	Helper/Apprentice	25 hours	\$ /hour	
3012	Evening/Weekend/Holidays	50 hours	\$ /hour	
3013	Material Cost (not to exceed)			\$ 3,000.00
TOTAL FOR OPTION YEAR 4				
TOTAL FOR FIVE YEARS (BASE YEAR & 4 OPTION YEARS)				

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia, Department of Real Estate Services, Contracting and Procurement Division (the “District”) is seeking Contractor(s) to provide all labor, materials and equipment for maintenance and repair services for emergency generators in various D.C. facilities listed in Section J.9. The District has the option to add or remove facilities from the contract during the contract period with the appropriate monetary adjustment.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Version/Date
1	D.C. Code	D.C. Official Code, Sections 10-1001-1005 Parks, Public Buildings, Grounds and Space	2001 Edition, 2005 Supp.
2	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P http://www.osha.gov/	2003 Edition
3	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing	October 1, 2003
4	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste http://www.epa.gov	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
6	U.S. Law	American Society of Mechanical Engineers with addendum’s Safety Code	1990 Edition

		for Generators and Escalators AMCE A.17.1	
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	International 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	D.C. 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
24	Safety Code for Generators 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 Generator listed in Section C.6	Manufacturer Recommendations

C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

- C.3.1** Best Practices - the most effective or efficient method of achieving an objective or completing a task
- C.3.2** Calibrations - determination, by measurement or comparison with a standard, of the correct value of each scale reading on a meter or other measuring instrument; or determination of the settings of a control device that correspond to particular values of voltage, current, frequency or other output
- C.3.3** Certified - holding appropriate documentation and officially on record as qualified to perform a specified function or practice a specified skill
- C.3.4** Check – to examine something in order to establish its state or condition
- C.3.5** CLIN – Contract Line Item Number
- C.3.6** Component - uniquely identifiable input, part, piece, assembly or subassembly, system or subsystem, that is required to complete or finish an activity, item, or job
- C.3.7** Connections - one that connects a link; a physical link, such as by wire or fiber-optic cable
- C.3.8** Contaminated – impure, unclean, or polluted, especially because of contact with harmful substances

- C.3.9** Contaminated Lubricants - the presence of foreign materials such as dirt or shop debris in a lubricant
- C.3.10** Debris - fragments or remnants of something destroyed or broken; rubble
- C.3.11** Defective - imperfect or faulty, not functioning properly
- C.3.12** Discoloration - the act of changing the natural color of something by making it duller or dingier or unnatural or faded
- C.3.13** Emergency – a serious situation or occurrence that happens unexpectedly and demands immediate action
- C.3.14** Equipment Room Clutter - to crowd together in disorder; to fill or cover with things in disorder; to throw into disorder; to disarrange
- C.3.15** Erroneous Work - containing error; not conformed to truth; incorrect; false; mistaken; as, an erroneous opinion, observation or work
- C.3.16** Excessive Erosion - more than the usual or needed amount; too much; gradual breaking down: the gradual destruction or reduction and weakening of something
- C.3.17** Excessive Heat - exceeding a normal, usual, reasonable, or proper limit; the condition of being hot
- C.3.18** Factory Authorized - a place where factors, or commercial agents, reside, to transact business for their employers; endowed with authority
- C.3.19** Faulty - characterized by errors; not agreeing with a model or not following established rules
- C.3.20** Hazardous Materials - Any material that, because of its quantity, concentration, or physical or chemical characteristics, may pose a real hazard to human health or the environment
- C.3.21** Inspection - the act of examining something closely
- C.3.22** Lubricants - a substance capable of reducing friction by making surfaces smooth or slippery
- C.3.23** Malfunction - fail to function or function improperly
- C.3.24** Mechanical Breakdown - the inability of a covered part(s) to perform the function(s) for which it was designed, due solely to defects in materials or faulty workmanship

C.3.25 NEMA - National Electrical Manufacturers Association

C.3.26 NFPA - National Fire and Protection Association

C.3.27 Occurrence – an event that happens

C.3.28 OEM - Original Equipment Manufacturer

C.3.29 Operational Test - Formal testing conducted prior to deployment to evaluate the operational effectiveness and suitability of the system with respect to its mission

C.3.30 PDF – Portable Document Format

C.3.31 Pick up and/or delivery - The act or process of picking up; the act of transferring to another location

C.3.32 Preventive - A series of tasks to prevent future problems from occurring

C.3.33 Record – an account, as of information or facts, set down in writing as a means of preserving knowledge

C.3.34 Rejected –to refuse to accept

C.3.35 Reperformance - the independent execution of work originally performed to be performed by another contractor

C.3.36 Replacements - the act of furnishing an equivalent thing in the place of another

C.3.37 Report – an account presented usually in detail; a formal account of the proceedings or transactions of a group

C.3.38 Routine – a regular course of procedure

C.3.39 Securely closed - to latch tightly so it won't just pop open or slowly open over time; to seal.

C.3.40 Service – work done by one person or group that benefits another

C.3.41 Technical Ability - a skill that is required for the accomplishment of a specific task

C.3.43 Testing – a procedure for critical evaluation; a means of determining the presence, quality, or problem with something; a trial

C.3.44 Tolerances - a fair, objective, and permissive attitude toward opinions and practices that differ from one's own

C.3.45 Transportation Manifest - transport document that serves as a tally-sheet, and gives a detailed summary of all bills of lading (or air waybills) issued by a carrier (or its agent) for a particular voyage of a particular vessel or vehicle

C.3.46 Waste Materials - any materials unused and rejected as worthless or unwanted

C.4 BACKGROUND

The District of Columbia, Department of Real Estate Services (DRES), Facilities Division, has a recurring need for a highly qualified emergency generator maintenance and repair contractor with demonstrated knowledge, skills and capabilities, to provide all of the required management, supervision, labor, materials, supplies, repair parts, tools and equipment to ensure efficient, safe, hazard free emergency generator operations throughout District of Columbia properties, outlined in this solicitation. The Contractor(s) shall be responsible for the planning, coordination and implementation of preventive and regular maintenance; scheduled tests; emergency services and repairs, to ensure optimal emergency generator performance as a Best Practices model. The Contractor(s) shall perform all emergency generator operations, tests, inspections, maintenance, alterations, and repairs in compliance with the latest editions of the manufacturer recommendations and industry standards.

The District of Columbia DRES - Facilities Division is responsible for the overall property management for D.C. government facilities throughout the District of Columbia. Facilities Division requires above standard contractor service that exceeds the expectations of D.C. government employees and visitors and most importantly supports the safety of all those that utilize the various District facilities listed in this solicitation.

C.5 REQUIREMENTS

The Contractor(s) shall perform a broad range of duties relating to preventative maintenance, routine service, emergency response and service, inspection, testing and component replacements on a variety of emergency generators in various D.C. facilities under the management of DRES. The services shall include but not limited to: furnishing all labor, materials, tools and equipment to necessary to perform all work in accordance with this scope of services and as recommended by the manufacturer and industry guidelines; and in accordance with all laws, rules and regulations of the District of Columbia, for the safety and general welfare of residents, visitors and employees of the District. The Contractor(s) shall perform all duties outlined in the contract in a cost effective, reliable and timely manner to ensure proper functioning of equipments and respond on site within 2 to 6 hours depending on the nature of the request and equipment priority. The District shall execute this contract with the expectation of exemplary work of the highest standards and best practices.

Emergency generator maintenance and repairs shall be performed by qualified emergency generator mechanics and/or technicians, trained to service equipment on which they work. Any maintenance services that may be completed by a helper or apprentice will be

allowed only under the direct supervision of a qualified generator mechanic and/or technician.

The Contractor(s) shall perform all work in accordance with this scope as follows:

C.5.1 PREVENTIVE MAINTENANCE

The Contractor(s) shall provide preventive maintenance in accordance with the requirements listed below. Items to be serviced under preventive maintenance shall take place either monthly, annually, or on an as needed basis. Frequency of services are subject to change and can be amended at any time. Contractor shall develop and implement a comprehensive emergency generator preventive maintenance schedule and plan, on either a monthly, quarterly, semi-annual or annual basis that ensures all generator equipment is maintained and operating in an above satisfactory working condition at all times.

The Contractor shall provide the District a written schedule for preventive maintenance within ten (10) days of contract award and begin work according to schedule upon approval of the Contract Administrator (CA).

NOTE: Required services are coded in this document as follows:

M - Monthly basis; or **A** – Annual Basis; **AND** as needed

C.5.1.1 COOLING SYSTEM: (M)

- 1) Check water hoses (leaks, condition and connections)
- 2) Check radiator/heat exchanger ((blockage, damage, leaks)
- 3) Check drive belts (condition, adjust as needed)
- 4) Check fan (lube hearing, condition, racks)
- 5) Check operation of coolant heaters (adjust
- 6) Check coolant level/antifreeze protection (add as needed)
- 7) Check and record DCA concentration
- 8) Check water pump (leaks)
- 9) Check thermostat
- 10) Check fan belts
- 11) Jacket water heater/temp
- 12) Drain flush and refill with permanent antifreeze and rust inhibitor. Test thermostats and lubricate water pumps as required.

C.5.1.2 FUEL SYSTEM (M)

- 1) Check for leaks (hose condition, connections)
- 2) Check fuel transfer pump (leaks operation)
- 3) Check governor (linkage, operation, adjustment)
- 4) Check daytank (operation, leaks, water, sludge)
- 5) Drain water separator (sediments)
- 6) Replace fuel filters once a year (A)**

- 7) Check fuel storage tanks for water and sludge levels, check gauge operations and leaks
- 8) Fuel Lines & Connections (diesel) also inspect fuel injection
- 9) Governor & Controls
- 10) Engine Fuel Filters (A)**
- 11) Fuel pressure

C.5.1.3 TURBO SYSTEM (M)

Check turbo system components

C.5.1.4 INTAKE EXHUAST (M)

- 1) Visual check piping (leaks, restrictions, conditions)
- 2) Check crankcase breather (clean if needed)
- 3) Check hydraulic governor (add oil if needed)
- 4) Check oil Sample
- 5) Change air filter if necessary
- 6) Check air filter service indicator
- 7) Check air Inlet Systems
- 8) Check Turbo Charger

C.5.1.5 ELECTRIC SYSTEM (M)

- 1) Check batteries (fluid level, condition, and operation)
- 2) Battery voltage drop when starting
- 3) Check connections (clean, tighten as needed)
- 4) Check and record battery charger operation
- 5) Check electrolyte level (add as needed)
- 6) Check battery specific gravity and record
- 7) Clean and dress battery terminals
- 8) Check and record starting ability (starter amp draw)
- 9) Visual check of engine wiring (shorts, breaks)
- 10) Megger all generator sets and record readings (not required for wastewater)
- 11) Check voltage using a recording instrument (BMI)
- 12) Check winding heaters
- 13) Check frequency and adjust if necessary
- 14) Test the following safeties:
- 15) Overspeed
- 16) Overcrank
 - a. Low Oil Pressure
 - b. Low Water Temperature
 - c. High Water Temperature
 - d. Low Water Level
 - e. Low Fuel Level

C.5.1.6 LUBRICATING (M)

- 1) Visual check for oil leaks
- 2) Check oil level

- 3) Check injection pump
- 4) Visually check oil filter
- 5) Check engine oil level
- 6) Check governor oil (add if needed)
- 7) Check and lubricate governor linkage

C.5.1.7 ELECTRICAL COMPONENTS (M)

For machines with commutator, contact manufacturer's representative to observe condition

C.5.1.8 OPERATIONAL TEST (M)

- 1) Load test (building load only), until machine reaches operating water temperature, and stabilizes for a 15-minute period.
- 2) Amp per leg
- 3) Voltage per leg
- 4) Hertz
- 5) Oil temperature
- 6) Water temperature
- 7) KW meter
- 8) Fuel pressure
- 9) Clock exerciser
- 10) Delay start
- 11) Delay cool down
- 12) Delay retransfer

C.5.1.9 OIL TREATMENT/LUBE OIL SYSTEM (M)

- 1) Complete oil analysis involving sending a sample out for laboratory analysis
- 2) Change of oil if necessary
- 3) Oil Pressure (PSI)
- 4) Crankcase breather
- 5) Change lube oil
- 6) Replace all air filters
- 7) Replace all oil filters
- 8) Replace all fuel filters

C.5.1.10 ENGINE MONITORS AND SAFETY CONTROLS (M)

- 1) Check gauges
- 2) Safety controls
- 3) Remote annunciators/alarms
- 4) Check all engine and generator shutdown alarm systems

C.5.1.11 STARTING SYSTEM (M)

- 1) Batteries/specific gravity/age (3 yr max)
- 2) Cables and connections
- 3) Battery charger/Float voltate

- 4) Starting Motor
- 5) Alternator

C.5.1.12 CONTROL PANEL (M)

- 1) Voltmeter adjust output & frequency as required
- 2) Ammeter
- 3) Frequency meter
- 4) Circuit breaker
- 5) Auto transfer switch & main contacts after Building Manager operate transfer switches and confirm proper operation of all timers & accessories. All automatic and manual transfer switches shall be inspected and tested. Each inspection and test and if necessary, subsequent repair(s) shall include but not be limited to:
 - a) Examine the insulation for cracks or discoloration
 - b) Examining the visible main and arcing contacts for excessive erosion, pitting and discoloration due to excessive heat
 - c) Examine the visible control relay contacts for excessive erosion
 - d) Examine the visible cable and control wire connections for the transfer switch control, sensing pane and other system components
 - e) Ensuring all covers are tight and doors are securely closed
 - f) Cleaning of the interior of generators and transfer switches
 - g) Generator exercised under connected load for duration required evaluating operation of system

C.5.1.13 GAS ENGINE (M)

- 1) Gas lines & connections
- 2) Carburetor & linkage
- 3) Magneto/distributor
- 4) Ignition system
- 5) Spark plugs

C.5.1.14 CLEAN-UP

While work is in progress, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from work. At the completion of work, the contractor shall remove all waste materials, and debris from, and around the premises as well as all tools, equipment and surplus materials, and leave the site clean and ready for occupancy by the District.

C.5.1.15 SAFETY AND PROTECTION

The Contractor shall take all necessary precautions for the safety of the Districts residents, employees and visitors and the Contractors' employees and subcontractors and the general public and shall properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs, warning against hazards in and around the work site. The Contractor shall be solely and completely responsible for initiating, maintaining

and supervising all safety precautions and programs in connection with work outlined in this solicitation. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent, damage, injury or loss to all employees on the work site and other persons including but not limited to, the general public.

C.5.1.16 DISPOSAL OF HAZARDOUS MATERIALS

The Contractor shall properly dispose of all hazardous materials inclusive, of but not limited to, used or contaminated fuels, lubricants and filters, in accordance with Federal and District laws and ordinances.

C.5.1.17 COMMUNICATING WITH THE DISTRICT

The Offeror shall provide a Comprehensive Communications Plan outlining the activities, mechanisms, functions, actions that a Contractor will ensure for communicating with District staff. This plan must be submitted as part of Offeror's proposal for evaluation.

- 1) 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.
- 2) The Key Personnel shall be required to answer calls from District staff when District staff calls and/or emails.
- 3) 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 :

NAME	POSITION	CONTRACT INFORMATION

C.5.1.18 RECORDS AND REPORTING

- 1) The Contractor(s) shall maintain and store a service call and preventative maintenance record book that shall be completed at the end of each visit; and report it via email to the CA. The service call and preventative maintenance record shall include (1) the date and time of initial contact, (2) the date and time of the arrival and departure of mechanic, (3) the full name of mechanic and credentials, (4) the full explanation of the problem and (5) the steps taken to resolve and/or repair the problem.

- 2) The Contractor(s) shall keep current and up to date a record and report of all staff, equipments and materials used for all services outlined in this solicitation. A complete report of arrival and departure, problem specifics and requirements for repairs are to be submitted to the CA within 24 hours of project completion. Records and reports shall be submitted to the CA via email in PDF format along with a service receipt. The District reserves the right to audit records of the Contractor(s) or any sub-contractor to the extent that such records relate to the performance of services outlined in this solicitation or any sub contract at any time from the date of commencement of this contract. The Contractor(s) shall complete reports in accordance with the following guidelines:
 - a) At completion of work or tests for each generator the Contractor(s) shall provide the CA and building manager with a report showing results of the inspection and testing.
 - b) Reports shall list the date of service, inspection for repair performed, work completed, parts and materials used and any other pertinent information regarding the component or system.
 - c) The report shall identify the building and facility address and location and equipment number.
 - d) The Contractor(s) shall provide a copy of standard form of transpiration manifest showing that all used or contaminated fuels, lubricants and filters were properly handled and disposed of during each occurrence.
- 3) At the completion of each week, the Contractor(s) shall provide the CA with a full report of all District generators that were serviced, via email in PDF format. This report will be used by the CA for payment purposes.

C.5.1.19 INITIAL ASSESSMENTS

Within 30 days of award, the Contractor shall conduct an assessment of each generator listed in this solicitation. The assessment shall include the inspection of all generator components. The Contractor shall provide an initial report for each generator that outlines overall condition, needs, estimated time and cost to repair and all other necessary recommendations to include (1) the evaluation of the generator 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.5.1.20 ORAL PRESENTATION

Offerors who fall in the competitive range after the Technical Evaluation will be asked to provide an hour oral presentation. At this time, the Offeror shall provide

responses to specific questions raised by the District concerning the submitted proposal and shall clarify any uncertainties with regard to interpretation of answers.

C.5.2 REIMBURSABLE REPAIR SERVICES

The Contractor(s) shall perform authorized repair services under the reimbursable component of the contract and in accordance with the manufacturers technical data (including tolerances, calibrations and specifications) and industry standards. All repair services and materials are not included in the monthly fixed price for preventive maintenance shall be reimbursed in accordance with the hourly rates and materials cost ceiling established in the Cost Reimbursable Component of Section B.4, Price Schedule. The Contractor(s) shall pickup equipment for repair within the allotted response timeframes in this solicitation based on type of service (general or emergency repairs). The Contractor(s) shall provide free pickup and delivery of all equipment to be repaired at the Contractor's facility. No additional charges shall be assessed for pickup and/or delivery.

C.5.2.1 GENERAL REPAIRS (NON-EMERGENCY)

From time to time, emergency generators outlined in this solicitation may malfunction and/or suffer mechanical breakdown. This section covers those scenarios whereby the breakdown or malfunction is not considered an emergency service. Any repair service above and beyond preventive maintenance will require a proposal submitted to the CA. Upon CA approval, the Contractor(s) may proceed with the work. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization by the CA or his designee. The District will not pay for parts and material at more than a 10% mark up. Providing proper documentation (Supplier's invoice) must be submitted at the time of billing. The Contractor(s) shall provide authorized repair services as follows:

- 1) The Contractor(s) shall repair all generators in accordance with the manufacturers technical data (including tolerances, calibrations and specifications) and industry standards. All replacement parts or materials shall meet or exceed the manufactures specifications and, when possible, shall be OEM parts and materials. All work shall conform to the latest NEMA Standards and NFPA Sections 70 and 110. The Contractor(s) shall properly dispose of used/contaminated lubricants and filters. The Contractor(s) shall provide the CA upon request, a copy of a standard form of transportation manifest showing that all used/contaminated lubricants and filters are bring properly handled and disposed.
- 2) The Contractor(s) shall provide standard warranty for all parts used in accordance with the manufacturer's warranty which must be presented to the CA upon purchase of the parts. The Contractor(s) shall also provide a 90-day warranty on labor for each repair services performed.

- 3) The Contractor(s) shall provide a thirty six (36) month warranty, parts and labor, for completely rebuilt generators. General repairs when designated by the District shall be completed within five (5) working days from initial request, unless request for extension was approved by the CA.

C.5.2.2 EMERGENCY REPAIRS

The Contractor(s) 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(s) 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.5.2.3 PARTS AND MATERIALS

The cost of all parts for the replacement or repair of these parts shall not be included in the fixed monthly price for preventive maintenance services. The District will reimburse the Contractor(s) for any parts and materials with a 10% mark-up. Proper invoices for parts and materials shall be submitted with supplier's letterhead indicating direct cost. All parts and materials used for repairing the generator shall be the product of the manufacturers of the existing equipment and/or approved equal to meet the minimum Federal specifications.

The Contractor(s) shall provide standard warranty for all parts used in accordance with the manufacturer's warranty which must be presented to the CA upon purchase of the parts. The Contractor(s) shall also provide a 90-day warranty on labor for each repair services performed.

The Contractor(s) shall provide a thirty six (36) month warranty, parts and labor, for completely rebuilt generators.

C.5.2.4 WARRANTIES

The Contractor(s) warrants that the work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality, and be free from all faults, defects or errors. The Contract shall warrants the parts and labor in accordance to Sections C.5.2.1 and C.5.2.3. If the Contractor is notified in writing of a fault, deficiency or error in the work provided, the Contractor shall reperform such portions of the work to correct fault, defect or error, at no additional cost to the District. At the request of the CA, the Contractor(s) shall promptly correct all work rejected by the District as faulty, defective, or failing to conform to this solicitation whether observed before or after substantial completion of the work. The Contractor(s) shall bear all costs of correcting such rejected work.

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 shall be governed by clause number five (5), Inspection of Supplies, and six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007. (Attachment J.1)

E.1.1 Inspection Of Supplies:

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the March (2007) SCP. 2 system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.

(j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.

(k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.

(l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a

reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

E.1.2. Inspection Of Services:

(a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

(c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

E.2 Quality Assurance

E.2.1 As part of the District's quality assurance program, the District may:

- E.2.1** Review and, if warranted, reject any reports or other submittals required from the Contractor;
- E.2.2** Review performance and service records, including but not limited to BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted;
- E.2.3** Review the adequacy of the Contractor's quality control program and documentation, and the success of this program in correcting deficiencies before the District must direct correction under its quality assurance program. Improvements may be directed if the program is determined to be insufficient or ineffective.
- E.2.4** Obtain tenant satisfaction survey information, and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements;
- E.2.5** Make physical inspection of facility equipment and systems, to include programs and files maintained on computers and Contractor on-site offices and work areas, and require correction of deficiencies noted.
- E.2.6** Perform inspections with District personnel or independent third-party inspectors.
- E.2.7** Contractor performance will be evaluated on the basis of the performance success or deficiencies (which may involve M&V methods), success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation, which is less than satisfactory even if the Contractor takes corrective action.
- E.2.8** The use or non-use of any Quality Assurance methods (e.g., an M&V program) by the District will not constitute a waiver of or excuse from contract requirements.
- E.2.9** The District may implement or change Quality Assurance measures at any time during the term of the contract.
- E.3 Quality Inspection**
 - E.3.1** DRES may assess the Offeror's performance with respect to accomplishing the purposes outlined in the Program Scope. Specifically, the Contractor's performance shall be assessed to determine the quality of services delivered and the Contractor's ability to deliver services.

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 perform the activities required to successfully complete the District’s requirements and submit each deliverable to the CA identified in Section G.9 in accordance with the following:

SECTION	DELIVERABLE	QUANTITY	FORMAT/ METHOD OF DELIVERY	DUE DATE
C.5.1.18.1	Service call & preventive maintenance record	1	PDF format via email	Within 24 hours upon project completion
C.5.1.18.3	Weekly report	1	PDF format via email	Every Monday
C.5.1.19	Initial Assessment	1	PDF format via email	Within thirty (30) days upon contract award

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, final payment to the Contractor may not be paid pursuant to Section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis 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 4th 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 COST REIMBURSEMENT CEILING

G.4.1 Cost reimbursement ceiling for this contract is set forth in Section B.4.

G.4.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.4.

G.4.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

G.4.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

G.4.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.4.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.4, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.4, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

G.4.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the

costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

G.4.8 If any cost reimbursement ceiling specified in Section B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

G.4.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.4, unless the change order specifically increases the cost reimbursement ceiling.

G.4.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

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

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

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

G.6.2.3 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:

Lolisa Simms
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: 202-671-2613
lolisa.simms@dc.gov

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 G. Robinson
Department of Real Estate Services (DRES)
Facilities Division
2000 14th Street, NW
Suite 800
Washington, DC 20009
Tel. (202) 671-2802
Cell (202) 437-8111
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.

G.10 LIQUIDATED DAMAGES

The District's objective is to obtain complete and satisfactory performance of the contract. Deductions from Contractor payments will be made for non-performance or unsatisfactory performance as identified in the Liquidated Damages listed below. This clause will be strictly enforced to ensure satisfactory performance.

CAUSE OF DEDUCTION	PENALTY
1) Failure to report on site (to include required staff and equipment) within the specified time or at request from District	\$300.00 per hour missed
2) Damage to District property caused by Contractor's employees and/or representative due to either intentional or non-intentional cause, neglect including oversight and human error	Shall be assessed equal to the amount of established or appraised property value
3) Failure to supply required equipment established in the solicitation	Flat fee: \$2,500.00
4) Failure to provide a response to routine or urgent service calls as defined in the solicitation	Flat fee: \$2,500.00

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

H.1.2 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. 10, date of last revision: 06/15/10, 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 subject to revision as stated herein and in accordance with Section 24 of the SCP. 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:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.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:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) 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 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

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.

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.

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 2006.

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 proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror 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 21st 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 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.11 AUDITS AND RECORDS

- H.11.1** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- H.11.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- H.11.3 Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness,

and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

H.11.4 Comptroller General

H.11.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.11.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.11.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b) the data reported.

H.11.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.11.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or

- c) That requires the subcontractor to furnish reports as discussed in H.11.5 of this clause.

H.12 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, 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.

- 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:

Lolisa Simms
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: (202) 671-2613

- 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.3. 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 RFP 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) RFP, as amended
- 6) BAFOs (in order of most recent to earliest)
- 7) Proposal

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.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 10 dated June 15, 2010)
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	List of Emergency Generator in Various D.C. Government Facilities

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, 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 offeror is a foreign entity, it operates as:
- an individual,
 - a joint venture, or
 - a corporation registered for business in _____
(Country)

K.3 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 offeror 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.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror 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.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the offeror 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 offeror 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 offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);

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

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

K.7 TAX CERTIFICATION

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

K.8 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror, 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 offeror'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 offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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
___	___	Fairfax County, Virginia	___	___	Spotsylvania County Schools
___	___	Fairfax County Water Authority	___	___	Stafford County, Virginia
___	___	Falls Church, Virginia	___	___	Takoma Park, Maryland
___	___	Fauquier City. Sch. & Govt., VA	___	___	Vienna, Virginia
___	___	Frederick County, Maryland	___	___	Wash. Metro. Area Transit Authority
___	___	Manassas Public Schools	___	___	Wash. Suburban Sanitary Comm.
___	___	Gaithersburg, Maryland	___	___	Winchester Public Schools
___	___	Greenbelt, Maryland	___	___	Herndon, Virginia
___	___	Manassas, Virginia	___	___	Loudoun County, Virginia
___	___	MD-Nat. Cap. Park & Plng. Comm.			

 Vendor Name

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single up to four (4) contract(s) resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCAM-2011-R-0136, "Maintenance and Repair Services of Emergency Generator in Various D.C. Government Facilities".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 pm local time on June 23, 2011, Thursday. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal 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, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **ten (10)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, specified in 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 CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror 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 at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers 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.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.14 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:

Lolisa Simms
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: 202-671-2613

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror 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 negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror 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.18 FAMILIARIZATION WITH CONDITIONS

Offerors 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. Contractors 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.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 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Wednesday, June 8, 2011 at 10:00 am (EST) at the Community Room, 2nd Floor, Reeves Center, 2000 14th Street, NW, Washington, DC 20009. Prospective offerors 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 offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal 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-proposal 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-proposal conference but no later than five (5) calendar days after the pre-proposal conference in order to generate an official answer. Official answers will be posted on the OCP website at www.ocp.dc.gov.

L.21 SITE VISIT

Offerors are advised to attend the site visit in various Groups on the following dates:

June 8, 2011, Wednesday	1:00pm – 4:00pm	Group 1
June 9, 2011, Thursday	9:00am – 12:00nn	Group 2
June 9, 2011, Thursday	1:00pm – 4:00pm	Groups 3 and 4

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points

each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

ASSESSMENT CATEGORY	SPECIFIC REQUIREMENT	POINT VALUE
<p>M.3.1 Technical Criteria</p>	<p>1) PAST PERFORMANCE</p> <p>a) Describe and explain your organization’s role in engineering, maintenance and repair of emergency generators. State what services your company directly provided. Provide contract numbers, title, agency/organization, description of project, dollar amount, performance period, copy of any performance evaluations or customer reviews, contact person(s) and verifiable contact person(s) telephone numbers and email addresses. (10 points based on quantity; and superior/exemplary documented experience).</p> <p>b) Provide 4 letters of recommendation from government agencies or organizations of similar size, specifications and magnitude to the group/s your organization proposes to service. (10 points based on a combination of quantity, quality and exemplary references).</p>	<p>20 points</p>
	<p>2) TECHNICAL EXPERTISE</p> <p>a) Provide 4 key technical staff resumes which support technical knowledge, experience and expertise in the field of emergency generator maintenance and repair. Each resume must include verifiable references. (5 points based on quantity; and documentation that supports high level of expertise of staff members).</p> <p>b) Provide all proof of certification, education and training of all key staff identified above. (5 points based on completeness, relevant and qualified certifications and training for all key technical staff).</p> <p>c) In reference to Past Performance, describe 4 types of problems encountered and your actions to correct those problems during the performance period(s), and contract terms listed.</p>	<p>15 points</p>

	<p>(5 points based on relevance, challenge and practicality of problems and the success of detailed methods used to correct those problems).</p>	
	<p>3) QUALITY ASSURANCE AND COST CONTROL PLAN The Offeror must demonstrate a plan that clearly identifies and describes the proposed methods of assuring performance goals are attained at a reasonable and controlled cost. The plan must clearly identify how the Offeror will assure own employees/subcontractors adhere to cost, performance, schedule and quality measures; and demonstrate meaningful metrics to measure performance and service quality. The plan must detail not only what measures are taken to provide quality services at a reasonable and controlled cost, but also, how the offeror will execute the plan and must also include the following: (10 points based on qualitative detail of applicable, proposed methods of quality guarantee and cost controls).</p> <p>a) Detailed procedures and guidelines set forth by the key staff and management to ensure that all DRES work will be executed with a maximum level of efficiency, cost effectiveness and diligence. (5 points based on offeror’s ability to demonstrate efficacy of service and ability to meet DRES needs based on scope of services and measurable and strategic guidelines to meet the challenges and goals of DRES).</p> <p>b) A proposed list manufacturers and suppliers vendors would use to ensure optimum parts performance and cost effectiveness, and why Offeror believes these vendors will help enhance quality of services and control costs. (5 points based on Offeror’s ability to demonstrate efficiency and cost effectiveness of suppliers).</p> <p>c) A communications plan that provides avenues and technological measures vendor(s) will utilize in order to remain in constant contact with the District and how they will provide the District updates as to project status; and correspondence regarding billing and proposals. (5 points based on Offeror’s exemplary/superior technical communications and service channels).</p>	<p>25 points</p>
	<p>4) CONTRACTOR AND PUBLIC SAFETY a) In expository form, describe comprehensively your</p>	<p>20 points</p>

	<p>practices and procedures that ensures emergency generators are maintained at maximum operations and capacity for maximum safety of residents, employees, guests, and vendor staff and particular measures taken to enhance and guarantee safety of work. (7 points based on maintenance and safety guarantees).</p> <p>b) Provide safety training records, certifications and/or awards. (7 points based on applicable safety training and certifications of key staff and/or organization).</p> <p>c) Explain proposed procedures and requirements necessary for optimal safety with regard to initial assessments. Outline each detail that will be checked and how parts and operations of each generator will be measured. (6 points based on determination efficacy and quality of initial assessments).</p>	
M.3.2 Price Criterion	<p>The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:</p> <p>Lowest price proposal ----- x weight = Evaluated price score Price of proposal being evaluated</p>	20 points
M.3.3 Preference Points	Preference Points Awarded in accordance to Section M.5.2	12 points
M.3.4 Total Points	Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.	112 points

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. 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 proposals 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.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 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 the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 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.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 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.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from

the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

J.1

**Government of the District of
Columbia Standard Contract
Provisions for Use with the
Supplies and Services Contracts
(March 2007) – available at
www.ocp.dc.gov, click on
“Solicitation Attachments”**

J.2

**U.S. Department of Labor
Wage Determination
(Wage Determination No. 2005-
2103, Revision No. 10 dated
June 15, 2010)**

WD 05-2103 (Rev.-10) was first posted on www.wdol.gov on 06/22/2010

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 10
Date Of Revision: 06/15/2010

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 Surface Programs	(see 2) 25.19
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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

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 links 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.3

**Office of Local Business
Development Equal Employment
Opportunity Information Report
and Mayor's Order 85-85 –
available at www.ocp.dc.gov,
click on “Solicitation
Attachments”**

J.4
Department of Employment
Services First Source
Employment Agreement –
available at www.ocp.dc.gov,
click on “Solicitation
Attachments”

J.5
Way to Work Amendment Act of
2006 – Living Wage Notice

“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 or 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

J.6
Way to Work Amendment Act of
2006 – Living Wage Fact Sheet



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;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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;
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 of Columbia;
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.

Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

J.7
Tax Certification Affidavit –
available at www.ocp.dc.gov,
click on “Solicitation
Attachments”

J.8
Cost/Price Certification and Data
Package - available at
www.ocp.dc.gov, click on
“Solicitation Attachments”

J.9
List of Emergency Generator
in Various
D.C. Government Facilities

LIST OF EMERGENCY GENERATORS IN VARIOUS D.C. GOVERNMENT FACILITIES

The list outlines the facilities and emergency generators to be serviced and maintained. Each generator is assigned with a number and this number as well as the facility and the address will be used on all correspondence from the Contractor. The District has the option to add or remove an emergency generator from the contract as needed with the appropriate monetary adjustment.

GROUP 1 FACILITIES

NO.	AREA	FACILITY	ADDRESS	GENERATOR MAKE	MODEL	SERIAL NUMBER	KILOWATTS	FUEL CAPACITY
1	1	Shelter - 801 East	2700 Martin Luther King Ave, SE	Cummins	VTA12-8-00-GB		450/1000	1000
2	1	Shelter	1355 New York Avenue, NE	Cummins	680FOC39BA		300	250
3	1	Shelter - Replacement	1355 New York Avenue, NE	Kohler	80RE021B	320056221/2056221		250
4	1	Federal City Shelter	425 2nd Street, NW	Katolight	D150FPJ4TZ	132295-1206	150	500
5	1	Bundy Building Electric	429 O Street, NW	Katolight	SENL100FFG/SNL100FG8	305707-1-010		
6	1	Service Div.	1338 G Street, SE	Allas Chalmers	2156524	A19908NJ		250
7	1	Fire Alarm HQ	320 McMillan Drive, NW	WauKesha	VGF36GL0/L36GLD	C-93691/2	565	600
8	1	Fire Alarm HQ	320 McMillan Drive, NW	Kohler	4332SL4018- BE176W/433RSL401BF	ZA3983240	450	300
9	1	Fire Alarm HQ	320 McMillan Drive, NW	General	92A02184-5		150	200
10	1	Fire Alarm HQ	320 McMillan Drive, NW	Caterpillar	D342		150	75
11	1	UCC- Shelter Electric	2720 Martin Luther King Avenue, SE	Katolight	D1250FXY4		1250	10000
12	1	Service Div.	1338 G Street, SE	Gundoc/Allas Chalmers	2656524	A19834NH		250
13	2	Youth Center	1000 Mt. Olivet Road, NE	Katolight	D1000FY4RY4	WA535085		2000
14	3	Staples Arts	410 8th Street, NW	Onan	1250DVD15R127914B	A870866689	825/75	300

GROUP 2 FACILITIES

NO.	AREA	FACILITY	ADDRESS	GENERATOR MAKE	MODEL	SERIAL NUMBER	KILOWATTS	FUEL CAPACITY
1	4	Juvenile Processing Police	501 New York Avenue, NW	Tradewind	TP40	5659/8864	40	50
2	4	Academy	4665 Blue Plains Drive, SW	Empire/Tradewinds	450NKW8ETP-60	5341/8210	40	75/100
3	4	1st District Police HQ (Previous)	415 4th Street, SW	Onan/Power Zone	2500-DJH-17R227391/MGL25-3-11	11175	250	NAT GAS
4	4	1st District Police HQ (Current)	101 M Street, SW	Onan/Cummins	115FPZ4/DQCA-7527496	L080224366	75	125/2500
5	4	2nd District Police HQ	3330 Idaho Ave, NW	Onan	1750DYG-15R12880A	1073725636	175	200
6	4	3rd District Police HQ	1620 V Street, NW	Onan	200-ODYH-17P/1433916	O674824300	200	300
7	4	4th District Police HQ	4001 Georgia Avenue, NW	Onan/Spectrum	115FPM4/100GS		100	50
8	4	5th District Police HQ	1805 Bladensburg Road, NE	Onan/Whisperwatt	1750DGY-15R12880A/DCA22055VD	800008/173733683	175/100	100/100
9	4	6th District Police HQ	100 42nd Street, NE	Onan	1750DGY-15R10907F	B780298022	175	100
10	4	7th District Police HQ	2455 Alabama Avenue, SE	Generac	440FDR803-266-F915W	UB-3459982	180	180
11	4	Youth Division	1700 Rhode Island, NE	Onan/Tradewinds	TP-60	5341/8211		75
12	4	Municipal Center	300 Indiana Avenue, NW	Caterpillar	8L6243		60	50
13	4	Municipal Center	300 Indiana Avenue, NW	Kohler	600RZD4/660ROZD4	635576	600	300
14	4	Municipal Center	300 Indiana Avenue, NW	All Power	AP450DC	2153/128G01944C	450	175/500
15	4	Municipal Center	300 Indiana Avenue, NW	Kohler	150R0DC/150ROZJ	707965	150	50
16	4	Municipal Bldg. DC Records	301 Indiana Avenue, NW	Caterpillar/Katolight	D353/300509D	66366	300	125
17	4	Center	1300 Naylor Court, NW	Onan	3261A/150DGFAL32160A	F890244920	150	75
18	4	Harbor Branch Old Juvenile	550 Water Street, NW	Onan	125DGEAL-32754A	1880163414	175	100/250
19	4	Court	410 E Street, NW	Katolight	O135FFPH4	AD205675SPL	135	75

20	4	Special Operations Division	2301 - 2302 L Street, NW	Tradewinds	TP60	5341/8213	60	100
21	4	Radio Tower Share	4001 Georgia Avenue, NW	Onan	300D1615R-248450/60DGCB	J9812723	30	50
22	4	Computer/Comm'n Center	222 Massachusetts Avenue, NW	Katolight	D825DRX4/D825FRX4	WA507617		500
23	4	3 D Sub	750 Park Road, NW	Tradewinds	361DSL1602	LM335/56-0699		75
24	4	Patrol Services Division	801Shepard Street, NW	Kohler	20REOZJB	O729731		

GROUP 3 FACILITIES

NO.	AREA	FACILITY	ADDRESS	GENERATOR MAKE	MODEL	SERIAL NUMBER	KILOWATTS	FUEL CAPACITY
1	5	DC Armory	2001 East Capitol Street, SE	Generac/Leroy Summers	88 A02810-5S/A44.257 J6/4	GG098935/01	100	350
2	5	Adams Place	2210 Adams Place, NE	Lima	3155-0821		650	2000
3	5	DC General Core Building	1900 Massachusetts Avenue, SE	Cummins	680F039BA		300	250
4	5	DC General Core Building	1900 Massachusetts Avenue, SE	Marathon	500FDC3367AAM	JJ-93215-914	310	275
5	5	DC General Core Building	1900 Massachusetts Avenue, SE	Cummins	440FDR5045FFW	4390044-2/24-3	135	
6	5	DC General Steam Plant	1900 Massachusetts Avenue, SE	Western Branch/Lake Shore	573RSL4032	807-0101-1	625	2000
8	5	DC General ACC Building	1900 Massachusetts Avenue, SE	Onan	750DFJA		750	4000
9	5	DC General O.C.M.E.	1900 Massachusetts Avenue, SE	Cummins	DGFB-4479837	E000098287	175	100
10	5	DC General Building 12	1900 Massachusetts Avenue, SE	Kohler	4BT-3.9/50R02271	204339	50	375
11	5	DC General Building 14	1900 Massachusetts Avenue, SE	Cummins/Lummins	DFAC-558870/DEAL5588720	A030459169	250	420
12	5	DC General Building 11	1900 Massachusetts Avenue, SE	Cummins	500FDC3367AAW		310	275

GROUP 4 FACILITIES

NO.	AREA	FACILITY	ADDRESS	GENERATOR MAKE	MODEL	SERIAL NUMBER	KILOWATTS	FUEL CAPACITY
1	OUC	Georgetown Hospital	3800 Reservoir Road, NW 2150 Pennsylvania Avenue, NW	Cummins/Onan			60	100
2	OUC	GWU		Cummins/Onan	DGDA-5626654	F030516065	60	100/450
3	OUC	Sibley Hospital	5255 Loughboro Road, NW	Cummins/Onan			60	100
4	OUC	Fletcher Johnson	4650 Benning Road, SE	Katolight	D 60FPJ4	LM649181	60	100
5	OUC	St. Elisabeth	2901 Robinson Place, SE 4200 Connecticut Avenue, NW	Cummins/Onan	60DCGB	K980828413	60	100
6	OUC	UDC		Generac	2000 SD60/3086570100		60	450
7	OUC	Hughes 4th District	6001 Georgia Avenue, NW	Cummins/Onan	4BT3.9G4	45763088	60	100
8	OUC	Rhode Island PSCC and Tower	1700 Rhode Island, NE 310 McMillan Drive, NW	Generac/Tradewinds	2000/3425610100/TP-60	5341/8211	60	100
9	OUC			Generac/Tradewinds				