

| | | | | | |
|---|--|---|---|---|--|
| SOLICITATION, OFFER, AND AWARD | | 1. Caption Service to Maintain Law Enforcement Terrorism Prevention Program for Respiratory Equipment | | Page of Pages 1 48 | |
| 2. Contract Number | 3. Solicitation Number DCFA-2010-B-0228 | 4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposal (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency | 5. Date Issued 9/9/2010 | 6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside | |
| 7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001 | | | 8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001 | | |

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street Northwest, Suite 700 South Washington, DC 20001 until 10:00AM local time 16-Sep-10 (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 Helen Tilahun | B. Telephone | | | C. E-mail Address helen.tilahun@dc.gov |
| | | (Area Code) 202 | (Number) 724-4218 | (Ext) | |

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 150 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 |
|---|---|----------------|



Government of the District of Columbia

Office of Contracting & Procurement

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The District of Columbia Office of Contracting and Procurement (OCP) on behalf of the Metropolitan Police Department, is seeking contractors to provide service to maintain Law Enforcement Terrorism Prevention Program for respiratory equipment.

B.2 PRICE SCHEDULE

The District contemplates single awards of requirements type contracts with fixed unit prices.

B.2.1 The District will purchase its requirements of the articles or services included herein from the Contractor(s). The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.10. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after contract expiration or termination.

Solicitation No.: DCFA-2010-B-0228

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

B.3 Base Year

| CONTRACT LINE ITEM NO. (CLIN) | ITEM DESCRIPTION | UNIT OF MEASURE | PRICE PER UNIT | ESTIMATED QTY | TOTAL PRICE |
|---|--|-----------------|----------------|---------------|-------------|
| | The following Services are required to maintain the equipment | | | | |
| 0001A | Scott Liberty II Air Trailer | | | | |
| | Equipment | | | | |
| | 1. Quarterly air quality tests and preventive maintenance | 4 | EACH | \$ _____ | \$ _____ |
| | 2. O-ring for fill station that is user changeable | 100 | EACH | \$ _____ | \$ _____ |
| | Training | | | | \$ _____ |
| 1. Four (4) hour block of basic operation and fundamentals of filling pressurized bottles (needed every other years). | 12 | COURSE | \$ _____ | | |
| 2. Four (4) hour block on mobility/safety fundamentals for transport of trailer (needed every other year). | 12 | COURSE | \$ _____ | \$ _____ | |
| 0001B | Haskel Oxygen Pump | | | | |
| | Equipment | | | | |
| | 1. Annual Preventive maintenance and required repairs | 1 | EACH | \$ _____ | \$ _____ |
| | 2. O-rings for oxygen bottles and Haskel stainless valve stems. | 60 | EACH | \$ _____ | \$ _____ |
| | 3. Fill for large main feed oxygen bottle (approximately 1 every 6 months) | 2 | EACH | \$ _____ | \$ _____ |
| Training | | | | \$ _____ | |
| 1. 8 Hour block in house operator course (needed every other year). | 12 | COURSE | \$ _____ | \$ _____ | |

Solicitation No.: DCFA-2010-B-0228

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

| | | | | | |
|--|---|--------|----------|----------|----------|
| 0001C | Drager Rebreather Equipment | | | | |
| | 1. Replacement oxygen bottles | 12 | EACH | \$ _____ | \$ _____ |
| | 2. 40 lb keg Drager sorb soda lime for recharging reusable filter cartridges. | 3 | EACH | \$ _____ | \$ _____ |
| | 3. Two 100 pellets for cleaning system. | | | \$ _____ | \$ _____ |
| | 4. Factory pack filters canisters. | 2 | EACH | \$ _____ | \$ _____ |
| | 5. Replacement batteries | 48 | EACH | \$ _____ | \$ _____ |
| | 6. Silicone based lubricant in tubes | 24 | EACH | \$ _____ | \$ _____ |
| | 7. O-rings and tubes | 2 | EACH | \$ _____ | \$ _____ |
| | 8. Hardware fittings | 6 | EACH | \$ _____ | \$ _____ |
| | 9. High quality Teflon tape rolls | 12 | EACH | \$ _____ | \$ _____ |
| | | 4 | EACH | \$ _____ | \$ _____ |
| Training Certification and recertification for OHS/CT and Emergency Response Team members | 16 | COURSE | \$ _____ | \$ _____ | |
| 1. Eight (8) hour block technician training for RZ-50 test cell (needed every other year) | | | | | |

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

| | | | | | | |
|-------|---|---|-------|----------|----------|----------|
| 0001D | Scott Air Pak SCBA | | | | | |
| | Equipment | | | | \$ _____ | \$ _____ |
| | 1. | Replacement Scott bottles | 95 | EACH | | |
| | 2. | Annual flow testing for Scott Packs with regulator maintenance including parts. | 300 | EACH | \$ _____ | \$ _____ |
| | 3. | Annual flow testing for Interspiro self contained breathing apparatus with regulator maintenance including parts. | 16 | EACH | \$ _____ | \$ _____ |
| | 4. | Spare 9V Batteries | 316 | EACH | \$ _____ | \$ _____ |
| | 5. | O-Rings. | 100 | EACH | \$ _____ | \$ _____ |
| | Training | 12 | | | | |
| | 1. | R.I.T. Pack operator course (needed every other year). | | COURSE | \$ _____ | \$ _____ |
| 0001E | Port-A-Count Fit Testing Instruments | | | | | |
| | Equipment | | | | \$ _____ | \$ _____ |
| | 1. | Annual recertification and repair | 3 | EACH | | |
| 0001F | Gas Masks and Filters | | | | | |
| | Equipment | | | | \$ _____ | \$ _____ |
| | 1. | Clean and service Millennium Air Purifying Respirators. | 300 | EACH | \$ _____ | \$ _____ |
| | 2. | Replacement Millennium Air Purifying Respirators | 150 | EACH | \$ _____ | \$ _____ |
| | 3. | CBRNE Certified filters for Millenium Air Purifying Respirators. | 1,000 | EACH | \$ _____ | \$ _____ |
| 4. | Drop down leg carry bags for Millenium Air Purifying Respirators. | 150 | EACH | \$ _____ | \$ _____ | |

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

B.4 Option Year One

| CONTRACT LINE ITEM NO. (CLIN) | ITEM DESCRIPTION | UNIT OF MEASURE | PRICE PER UNIT | ESTIMATED QTY | TOTAL PRICE |
|-------------------------------|---|-----------------|----------------|---------------|-------------|
| | The following Services are required to maintain the equipment | | | | |
| 0002A | Scott Liberty II Air Trailer | | | | |
| | Equipment | | | | |
| | 3. Quarterly air quality tests and preventive maintenance | 4 | EACH | \$ _____ | \$ _____ |
| | 4. O-ring for fill station that is user changeable | 100 | EACH | \$ _____ | \$ _____ |
| 0002A | Training | | | | |
| | 3. Four (4) hour block of basic operation and fundamentals of filling pressurized bottles (needed every other years). | 12 | COURSE | \$ _____ | \$ _____ |
| | 4. Four (4) hour block on mobility/safety fundamentals for transport of trailer (needed every other year). | 12 | COURSE | \$ _____ | \$ _____ |
| | | | | | |
| 0002B | Haskel Oxygen Pump | | | | |
| | Equipment | | | | |
| | 4. Annual Preventive maintenance and required repairs | 1 | EACH | \$ _____ | \$ _____ |
| | 5. O-rings for oxygen bottles and Haskel stainless valve stems. | 60 | EACH | \$ _____ | \$ _____ |
| | 6. Fill for large main feed oxygen bottle (approximately 1 every 6 months) | 2 | EACH | \$ _____ | \$ _____ |
| 0002B | Training | | | | |
| | 2. 8 Hour block in house operator course (needed every other year). | 12 | COURSE | \$ _____ | \$ _____ |

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

| | | | | | |
|-------|--|----|--------|----------|----------|
| 0002C | Drager Rebreather Equipment | | | | |
| | 10. Replacement oxygen bottles | 12 | EACH | \$ _____ | \$ _____ |
| | 11. 40 lb keg Drager sorb soda lime for recharging reusable filter cartridges. | 3 | EACH | \$ _____ | \$ _____ |
| | 12. Two 100 pellets for cleaning system. | | | \$ _____ | \$ _____ |
| | 13. Factory pack filters canisters. | 2 | EACH | \$ _____ | \$ _____ |
| | 14. Replacement batteries | 48 | EACH | \$ _____ | \$ _____ |
| | 15. Silicone based lubricant in tubes | 24 | EACH | \$ _____ | \$ _____ |
| | 16. O-rings and tubes | 2 | EACH | \$ _____ | \$ _____ |
| | 17. Hardware fittings | 6 | EACH | \$ _____ | \$ _____ |
| | 18. High quality Teflon tape rolls | 12 | EACH | \$ _____ | \$ _____ |
| | | 4 | EACH | \$ _____ | \$ _____ |
| | Training Certification and recertification for OHS/CT and Emergency Response Team members | 16 | COURSE | \$ _____ | \$ _____ |
| | 2. Eight (8) hour block technician training for RZ-50 test cell (needed every other year) | | | | |

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

| | | | | | |
|-------|--|-------|--------|----------|----------|
| 0002D | Scott Air Pak SCBA | | | | |
| | Equipment | | | | |
| | 6. Replacement Scott bottles | 95 | EACH | \$ _____ | \$ _____ |
| | 7. Annual flow testing for Scott Packs with regulator maintenance including parts. | 300 | EACH | \$ _____ | \$ _____ |
| | 8. Annual flow testing for Interspiro self contained breathing apparatus with regulator maintenance including parts. | 16 | EACH | \$ _____ | \$ _____ |
| | 9. Spare 9V Batteries | 316 | EACH | \$ _____ | \$ _____ |
| | 10. O-Rings. | 100 | EACH | \$ _____ | \$ _____ |
| | Training | | | | |
| | 2. R.I.T. Pack operator course (needed every other year). | 12 | COURSE | \$ _____ | \$ _____ |
| 0002E | Port-A-Count Fit Testing Instruments | | | | |
| | Equipment | | | | |
| | 2. Annual recertification and repair | 3 | EACH | \$ _____ | \$ _____ |
| 0002F | Gas Masks and Filters | | | | |
| | Equipment | | | | |
| | 5. Clean and service Millennium Air Purifying Respirators. | 300 | EACH | \$ _____ | \$ _____ |
| | 6. Replacement Millennium Air Purifying Respirators | 150 | EACH | \$ _____ | \$ _____ |
| | 7. CBRNE Certified filters for Millenium Air Purifying Respirators. | 1,000 | EACH | \$ _____ | \$ _____ |
| | 8. Drop down leg carry bags for Millenium Air Purifying Respirators. | 150 | EACH | \$ _____ | \$ _____ |

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

B.5 Option Year Two

| CONTRACT LINE ITEM NO. (CLIN) | ITEM DESCRIPTION | UNIT OF MEASURE | PRICE PER UNIT | ESTIMATED QTY | TOTAL PRICE |
|--|---|-----------------|----------------|---------------|-------------|
| | The following Services are required to maintain the equipment | | | | |
| 0003A | Scott Liberty II Air Trailer | | | | |
| | Equipment | | | | |
| | 5. Quarterly air quality tests and preventive maintenance | 4 | EACH | \$ _____ | \$ _____ |
| | 6. O-ring for fill station that is user changeable | 100 | EACH | \$ _____ | \$ _____ |
| | Training | | | | |
| | 5. Four (4) hour block of basic operation and fundamentals of filling pressurized bottles (needed every other years). | 12 | COURSE | \$ _____ | \$ _____ |
| 6. Four (4) hour block on mobility/safety fundamentals for transport of trailer (needed every other year). | 12 | COURSE | \$ _____ | \$ _____ | |
| 0003B | Haskel Oxygen Pump | | | | |
| | Equipment | | | | |
| | 7. Annual Preventive maintenance and required repairs | 1 | EACH | \$ _____ | \$ _____ |
| | 8. O-rings for oxygen bottles and Haskel stainless valve stems. | 60 | EACH | \$ _____ | \$ _____ |
| | 9. Fill for large main feed oxygen bottle (approximately 1 every 6 months) | 2 | EACH | \$ _____ | \$ _____ |
| Training | | | | | |
| 3. 8 Hour block in house operator course (needed every other year). | 12 | COURSE | \$ _____ | \$ _____ | |

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

| | | | | | |
|--|--|--------|----------|----------|----------|
| 0003C | Drager Rebreather Equipment | | | | |
| | 19. Replacement oxygen bottles | | EACH | \$ _____ | \$ _____ |
| | 20. 40 lb keg Drager sorb soda lime for recharging reusable filter cartridges. | 12 | | | |
| | | 3 | EACH | \$ _____ | \$ _____ |
| | 21. Two 100 pellets for cleaning system. | | | | |
| | 22. Factory pack filters canisters. | 2 | EACH | \$ _____ | \$ _____ |
| | 23. Replacement batteries | 48 | EACH | \$ _____ | \$ _____ |
| | 24. Silicone based lubricant in tubes | 24 | EACH | \$ _____ | \$ _____ |
| | 25. O-rings and tubes | 2 | EACH | \$ _____ | \$ _____ |
| | | 2 | EACH | \$ _____ | \$ _____ |
| | 26. Hardware fittings | 6 | | | |
| | 27. High quality Teflon tape rolls | 12 | EACH | \$ _____ | \$ _____ |
| | | 4 | EACH | \$ _____ | \$ _____ |
| Training Certification and recertification for OHS/CT and Emergency Response Team members | 16 | | | | |
| 3. Eight (8) hour block technician training for RZ-50 test cell (needed every other year) | | COURSE | \$ _____ | \$ _____ | |

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

| | | | | | |
|-------|---|-------|--------|----------|----------|
| 0003D | Scott Air Pak SCBA | | | | |
| | Equipment | | | | |
| | 11. Replacement Scott bottles | 95 | EACH | \$ _____ | \$ _____ |
| | 12. Annual flow testing for Scott Packs with regulator maintenance including parts. | 300 | EACH | \$ _____ | \$ _____ |
| | 13. Annual flow testing for Interspiro self contained breathing apparatus with regulator maintenance including parts. | 16 | EACH | \$ _____ | \$ _____ |
| | 14. Spare 9V Batteries | 316 | EACH | \$ _____ | \$ _____ |
| | 15. O-Rings. | 100 | EACH | \$ _____ | \$ _____ |
| | Training | | | | |
| | 3. R.I.T. Pack operator course (needed every other year). | 12 | COURSE | \$ _____ | \$ _____ |
| 0003E | Port-A-Count Fit Testing Instruments | | | | |
| | Equipment | | | | |
| | 3. Annual recertification and repair | 3 | EACH | \$ _____ | |
| 0003F | Gas Masks and Filters | | | | |
| | Equipment | | | | |
| | 9. Clean and service Millennium Air Purifying Respirators. | 300 | EACH | \$ _____ | \$ _____ |
| | 10. Replacement Millennium Air Purifying Respirators | 150 | EACH | \$ _____ | \$ _____ |
| | 11. CBRNE Certified filters for Millenium Air Purifying Respirators. | 1,000 | EACH | \$ _____ | \$ _____ |
| | 12. Drop down leg carry bags for Millenium Air Purifying Respirators. | 150 | EACH | \$ _____ | \$ _____ |

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

B.6 Option Year Three

| CONTRACT LINE ITEM NO. (CLIN) | ITEM DESCRIPTION | UNIT OF MEASURE | PRICE PER UNIT | ESTIMATED QTY | TOTAL PRICE |
|-------------------------------|---|-----------------|----------------|---------------|-------------|
| | The following Services are required to maintain the equipment | | | | |
| 0004A | Scott Liberty II Air Trailer | | | | |
| | Equipment | | | | |
| | 7. Quarterly air quality tests and preventive maintenance | 4 | EACH | \$ _____ | \$ _____ |
| | 8. O-ring for fill station that is user changeable | 100 | EACH | \$ _____ | \$ _____ |
| 0004A | Training | | | | |
| | 7. Four (4) hour block of basic operation and fundamentals of filling pressurized bottles (needed every other years). | 12 | COURSE | \$ _____ | \$ _____ |
| | 8. Four (4) hour block on mobility/safety fundamentals for transport of trailer (needed every other year). | 12 | COURSE | \$ _____ | \$ _____ |
| | | | | | |
| 0004B | Haskel Oxygen Pump | | | | |
| | Equipment | | | | |
| | 10. Annual Preventive maintenance and required repairs | 1 | EACH | \$ _____ | \$ _____ |
| | 11. O-rings for oxygen bottles and Haskel stainless valve stems. | 60 | EACH | \$ _____ | \$ _____ |
| | 12. Fill for large main feed oxygen bottle (approximately 1 every 6 months) | 2 | EACH | \$ _____ | \$ _____ |
| 0004B | Training | | | | |
| | 4. 8 Hour block in house operator course (needed every other year). | 12 | COURSE | \$ _____ | \$ _____ |

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

| | | | | | |
|---|--|----|--------|----------|----------|
| 0004C | Drager Rebreather Equipment | | | | |
| | 28. Replacement oxygen bottles | 12 | EACH | \$ _____ | \$ _____ |
| | 29. 40 lb keg Drager sorb soda lime for recharging reusable filter cartridges. | 3 | EACH | \$ _____ | \$ _____ |
| | 30. Two 100 pellets for cleaning system. | | | \$ _____ | \$ _____ |
| | 31. Factory pack filters canisters. | 2 | EACH | \$ _____ | \$ _____ |
| | 32. Replacement batteries | 48 | EACH | \$ _____ | \$ _____ |
| | 33. Silicone based lubricant in tubes | 24 | EACH | \$ _____ | \$ _____ |
| | 34. O-rings and tubes | 2 | EACH | \$ _____ | \$ _____ |
| | 35. Hardware fittings | 6 | EACH | \$ _____ | \$ _____ |
| | 36. High quality Teflon tape rolls | 12 | EACH | \$ _____ | \$ _____ |
| | | 4 | EACH | \$ _____ | \$ _____ |
| | Training Certification and recertification for OHS/CT and Emergency Response Team members | 16 | COURSE | \$ _____ | \$ _____ |
| 4. Eight (8) hour block technician training for RZ-50 test cell (needed every other year) | | | | | |

Solicitation No.: DCFA-2010-B-0228

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

| | | | | | |
|-------|---|-------|--------|----------|----------|
| 0004D | Scott Air Pak SCBA | | | | |
| | Equipment | | | | |
| | 16. Replacement Scott bottles | 95 | EACH | \$ _____ | \$ _____ |
| | 17. Annual flow testing for Scott Packs with regulator maintenance including parts. | 300 | EACH | \$ _____ | \$ _____ |
| | 18. Annual flow testing for Interspiro self contained breathing apparatus with regulator maintenance including parts. | 16 | EACH | \$ _____ | \$ _____ |
| | 19. Spare 9V Batteries | 316 | EACH | \$ _____ | \$ _____ |
| | 20. O-Rings. | 100 | EACH | \$ _____ | \$ _____ |
| | Training | | | | |
| | 4. R.I.T. Pack operator course (needed every other year). | 12 | COURSE | \$ _____ | \$ _____ |
| 0004E | Port-A-Count Fit Testing Instruments | | | | |
| | Equipment | | | | |
| | 4. Annual recertification and repair | 3 | EACH | \$ _____ | |
| 0004F | Gas Masks and Filters | | | | |
| | Equipment | | | | |
| | 13. Clean and service Millennium Air Purifying Respirators. | 300 | EACH | \$ _____ | \$ _____ |
| | 14. Replacement Millennium Air Purifying Respirators | 150 | EACH | \$ _____ | \$ _____ |
| | 15. CBRNE Certified filters for Millenium Air Purifying Respirators. | 1,000 | EACH | \$ _____ | \$ _____ |
| | 16. Drop down leg carry bags for Millenium Air Puritying Respirators. | 150 | EACH | \$ _____ | \$ _____ |

Solicitation No.: DCFA-2010-B-0228

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

B.7 GRAND TOTALS

| | |
|--------------------------|-----------------|
| Base Year | \$ _____ |
| Option Year One | \$ _____ |
| Option Year Two | \$ _____ |
| Option Year Three | \$ _____ |
| Option Year Four | \$ _____ |

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Metropolitan Police Department (MPD), Homeland Security Bureau, Special Operations Division, Domestic Security Operations Branch is tasked with acquiring, maintaining and training personnel on the use and maintenance of various types of equipment related to domestic security operations. The MPD has a need to secure maintenance and training support for its cache of respiratory protection equipment.

C.1.1 Applicable Documents

| Agency/ Organization | Plan | Date |
|-------------------------|-----------------|------|
| OSHA | 29 CFR 1910.120 | N/A |

C.2 DEFINITIONS

Drager Rebreather: Closed circuit breathing apparatus that utilizes an oxygen bottle and carbon dioxide scrubber. User's air is recirculated resulting in longer use.

Self Contained Breathing Apparatus (SCBA): Open circuit breathing apparatus that utilizes pressurized air from a carbon fiber bottle.

Haskel Oxygen Pump: Six station pump/compressor requiring large feed bottle of oxygen to replenish and pressurize smaller oxygen bottles utilized by the Drager Rebreather.

Scott Liberty II Mobile Air Trailer: A mobile, diesel operated compressor designed to fill Scott pak air bottles with grade "D" air.

Drager Sorb: Soda Lime pellets for use in reusable Drager filter canisters (training only) that remove carbon dioxide from users' exhalation.

Factory Pack Filter Canister: A pre-packed soda lime filter canister from Drager that is designed for single use in a Drager Rebreather with a five year shelf life.
Incident Use Only.

Hydrostatic Test: A testing procedure utilized to ensure bottles that are designed to maintain a gas under pressure are safely doing so. Must be done every 5 years on Scott bottles and Drager oxygen bottles.

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

Flow Test: A testing procedure utilized to ensure breathing apparatus are delivering a specific amount of air to its user. Must be done once a year for Scott pak SCBA's.

Air Quality Test: A test procedure utilized to ensure the Scott Liberty II Mobile Air Trailer is delivering grade "D" air. Must be done at a minimum of once a year, or whenever deemed necessary by the Domestic Security Operations equipment Sergeant. Any system designed to fill bottles with breathing air must have this completed.

Grade D Air: Minimum standard of allowable contaminants in pressurized breathing air as outlined by OSHA.

OSHA: Occupational Safety and Health Association

Rapid Intervention Team (R.I.T.) Pack: An independent supply of air compatible with Scott Packs for emergency situations where a member in the hot zone is unable to escape before their own air supply is exhausted.

A-33: A decontaminant concentrate that is diluted in water for use in sanitizing respiratory equipment, especially Drager BG-4 Rebreather.

O-Ring: Flexible, circular silicone or rubber sealing ring that ensures airtight integrity of high pressure gas delivery/transfer systems.

C.3 BACKGROUND

The MPD has a cache of equipment which requires a serious commitment to upkeep and training. This equipment is highly technical in nature, and for the most part, any failure during its operation can result in death. Minimum standards for maintenance and training have been established and must be adhered to. The standards created by the Domestic Security Operations branch mirror and sometimes exceed those of OSHA.

C.4 REQUIREMENTS

C.4.1 Breathing apparatus must be maintained annually in accordance to the OSHA 1910 standard and NFPA 1852 standard. Each piece of equipment must be inspected and tested in accordance to the above standard by a manufacture trained repair center:

- Vendor must be a Scott authorized warranty and repair center;
- Vendor must be an Interspiro authorized warranty and repair center; and
- Vendor must have an emergency 24/7 hotline for emergency repairs.

Scott liberty II Air Trailer (1)

Equipment:

1. Quarterly air quality test, as well as preventive maintenance.
2. O-rings for fill station that are user changeable (no technician required).

SERVICE TO MAINTAIN LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR RESPIRATORY EQUIPMENT.

Training:

1. Four (4) hour block of basic operation and fundamentals of filling pressurized bottles.
2. Four (4) hour block on mobility/safety fundamentals for transport of trailer.

Haskel Oxygen Pump

Equipment:

1. Annual preventive maintenance
2. O-rings for oxygen bottles and Haskel stainless valve stems
3. Fill for large main feed oxygen bottle (approximately 1 every 6 months)

Training:

1. 8 hour block in house operator course

Drager Rebreather (24)

Equipment:

1. Replacement oxygen bottles
2. Drager sorb soda lime for recharging reusable filter cartridges
3. A-33 decontamination pellets for cleaning system
4. Factory pak filter canisters (5 year shelf life, one time use for actual event) 2 per unit minimum
5. Replacement batteries
6. Silicone based lubricant
7. Spare o-rings and tubes
8. Hardware fittings
9. Teflon tape

Training: Certification and recert for OHS/CT and Emergency Response Team members

1. Eight (8) hour block technician training for RZ-50 test cell
2. Eight (8) hour block operator course

Scott Air Pak SCBA

Equipment:

1. Replacement Scott bottles
2. Annual flow testing for 300 Scott Packs
3. Annual flow testing for 16 Interspiro self contained breathing apparatus
4. Spare batteries
5. Spare O-rings

Training:

1. R.I.T. pack operator course.

Port-A-Count Fit Testing Instruments

Equipment:

1. Annual recertification and repair

Solicitation No.: DCFA-2010-B-0228

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Gas Masks and Filters

Equipment:

1. Clean and service Millennium Air Purifying Respirators
2. Replacement Millennium Air Purifying Respirators
3. CBRNE certified filters for Millennium Air Purifying Respirators
4. Drop down leg carry bags for Millennium Air Purifying Respirators

C.4.2 The Contractor shall deliver all items to the following address:

1900 Massachusetts Ave Southeast
Washington, DC 20003
202.486.7711

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SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number five *(5), Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007 located at www.ocp.dc.gov shall be completed and incorporated with the bid.

E.2 Final Inspection

Upon delivery, every case is taken from the truck, counted and inspected for damage by the range instructor. If the District finds any damage or shortage in the shipment, the COTR/Range Instructor will notify the Contractor within twenty-four (24) hours of delivery. The Contractor shall have fifteen (15) days to deliver the correct items.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be from the date of award through one (1) year thereafter.

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 for three (3) 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 this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in 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

| Reference | Deliverable | Format/Method of Delivery | Due Date | To Whom |
|------------------|--|----------------------------------|---|----------------|
| C.3.2 | Service to maintain Law Enforcement Terrorism Prevention Program for respiratory equipment | Shipment | Within 30 Days of receipt of Purchase Order | COTR |

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District 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 agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

State of Homeland Security Grant
Accounts Payable
300 Indiana Avenue, NW, Rm. 4106
Washington, DC 20001
202-727-5298

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

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

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G.2.2. Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

The District will pay the Contractor the amount due as stated in Section B.3 in accordance with the payment schedule described in G.1.2 after:

- a. Acceptance of the supplies; and
- b. Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be

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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 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a 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 lower-tier 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.

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G.7 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers.

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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, 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.

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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 ORDERING CLAUSE

A) Any supplies and services to be furnished under the resulting contract(s) shall be ordered by issuance of purchase by the Contracting Officer. Such orders may be issued during the term of this contract.

B) All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between purchase order and this contract, the contract shall control.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 *et seq.* (“First Source Act”).

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

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

H.3.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) is 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;

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

H.3.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.3.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

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

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H.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.4.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.4.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.4.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.5 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits

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discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.8 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision 8 dated 5/26/2009, 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.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment

H.9 CONTRACTOR'S RESPONSIBILITIES

H.9.1 The Contractor shall provide all services that are in accordance with sections C.3 Requirements and F.3 Deliverables.

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.

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- 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.

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- 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.

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I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage's either before or after award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that

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the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insurance and a waiver of subrogation in favor of the District.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The Policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
3. Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contractor Officer with respect to the operations performed that it carries \$1, 000,000 per occurrence limits; \$2,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
4. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
5. 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: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

6. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence, with the District of Columbia as an additional insured.

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7. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.
The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall identify the District as the Project Owner on the policy.
 8. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employee including, but to limited to robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
- B. DURATION. Except as provided in 1.8.A.7, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contractor Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the cost of insurance and bonds in the contract price.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

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SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENTS

J.1.1 Wage Determination No: 2005-2103 Revision 8, dated 5/26/2009

J.1.2 Past Performance Evaluation Form

J.2 INCORPORATED ATTACHMENTS

(The following forms shall be completed and incorporated with the offer.)

J.2.1 LSDBE Certification Package (located at www.oldb.dc.gov)

J.2.2 E.E.O. Information and Mayor's Order 85-85
(located at www.ocp.dc.gov ; click on Solicitation Attachments)

J.2.3 Tax Certification Affidavit
(located at www.ocp.dc.gov ; click on Solicitation Attachments)

J.2.4 First Source Employment Agreement
(located at www.ocp.dc.gov ; click on Solicitation Attachments)

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF BIDDERS**

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY
OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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

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K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

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

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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Each signature on the bid is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.1.3

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends, but is not obligated, to award a multiple contracts resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.1.3 AGGREGATE GROUPS

Award will be broken down into two (2) separate Aggregate Award Groups. For purposes of this section of the solicitation, the two Aggregate Award Groups are named Aggregate Award Group 1 and Aggregate Award Group 2. A bidder can bid on one (1) or both Aggregate Groups. If a bidder is the lowest bidder in both Aggregate Groups, then the bidder would be awarded a single contract for both Aggregate Groups.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and one (2) copy. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. The Offeror shall provide three (3) completed past performance evaluations with ratings of "Good" or higher from past or current organizations. Each Offeror shall ensure the following completed documents are included in the bid response:

A. Completed Tax Certification Affidavit

B. Completed Attachments J.2.1 through J.2.4

Each bid shall be submitted in a sealed envelope conspicuously marked: "**Bid in Response to Solicitation No.: DCFA-2010-A-0228 – Service to Maintain Law Enforcement Terrorism Prevention Program for Respiratory Equipment.**"

L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

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- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. **Bidders shall make no changes to the requirements set forth in the solicitation.**

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **10:00 a.m.** local time on **September 16, 2010**

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

- L.6.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the

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postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than **5** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **5** days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Courtney Lattimore, Office of

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Contracting and Procurement, 441 4th Street, NW, Suite 700 south, (202)724-4233, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Courtney Lattimore, Office of Contracting and Procurement, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date

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and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 STANDARDS OF RESPONSIBILITY

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

L.16.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.16.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.16.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.16.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

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L.16.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.16.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.16.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be not responsible.

L.17 CERTIFICATES OF INSURANCE

The Contract shall submit certificate of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted to:

Contracting Officer
In Re: Solicitation Number DCFA-2010-B-0228
441 4th Street NW, Suite 703 South
Washington, DC 20001

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

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

M.1.1. Application of Preferences

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

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

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

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

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

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

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

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

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

M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

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

**STATEMENT OF WORK
Respiratory Equipment Maintenance and Training**

C.1 SCOPE

The Metropolitan Police Department (MPD), Homeland Security Bureau, Special Operations Division, Domestic Security Operations Branch is tasked with acquiring, maintaining and training personnel on the use and maintenance of various types of equipment related to domestic security operations. The MPD has a need to secure maintenance and training support for its cache of respiratory protection equipment.

C.1.1 Applicable Documents

| Agency/ Organization | Plan | Date |
|---------------------------------|------------------------|-------------|
| OSHA | 29 CFR 1910.120 | N/A |

C.1.2 Definitions

Drager Rebreather: Closed circuit breathing apparatus that utilizes an oxygen bottle and carbon dioxide scrubber. User's air is recirculated resulting in longer use.

Self Contained Breathing Apparatus (SCBA): Open circuit breathing apparatus that utilizes pressurized air from a carbon fiber bottle.

Haskel Oxygen Pump: Six station pump/compressor requiring large feed bottle of oxygen to replenish and pressurize smaller oxygen bottles utilized by the Drager Rebreather.

Scott Liberty II Mobile Air Trailer: A mobile, diesel operated compressor designed to fill Scott pak air bottles with grade "D" air.

Drager Sorb: Soda Lime pellets for use in reusable Drager filter canisters (training only) that remove carbon dioxide from users' exhalation.

Factory Pack Filter Canister: A pre-packed soda lime filter canister from Drager that is designed for single use in a Drager Rebreather with a five year shelf life. **Incident Use Only.**

Hydrostatic Test: A testing procedure utilized to ensure bottles that are designed to maintain a gas under pressure are safely doing so. Must be done every 5 years on Scott bottles and Drager oxygen bottles.

Flow Test: A testing procedure utilized to ensure breathing apparatus are delivering a specific amount of air to its user. Must be done once a year for Scott pak SCBA's.

Air Quality Test: A test procedure utilized to ensure the Scott Liberty II Mobile Air Trailer is delivering grade “D” air. Must be done at a minimum of once a year, or whenever deemed necessary by the Domestic Security Operations equipment Sergeant. Any system designed to fill bottles with breathing air must have this completed.

Grade D Air: Minimum standard of allowable contaminants in pressurized breathing air as outlined by OSHA.

OSHA: Occupational Safety and Health Association

Rapid Intervention Team (R.I.T.) Pack: An independent supply of air compatible with Scott Packs for emergency situations where a member in the hot zone is unable to escape before their own air supply is exhausted.

A-33: A decontaminant concentrate that is diluted in water for use in sanitizing respiratory equipment, especially Drager BG 4 Rebreather.

O-Ring: Flexible, circular silicone or rubber sealing ring that ensures airtight integrity of high pressure gas delivery/transfer systems.

C.2 BACKGROUND

The MPD has a cache of equipment which requires a serious commitment to upkeep and training. This equipment is highly technical in nature, and for the most part, any failure during its operation can result in death. Minimum standards for maintenance and training have been established and must be adhered to. The standards created by the Domestic Security Operations branch mirror and sometimes exceed those of OSHA.

C.3 REQUIREMENTS

Breathing apparatus must be maintained annually in accordance to the OSHA 1910 standard and NFPA 1852 standard. Each piece of equipment must be inspected and tested in accordance to the above standard by a manufacture trained repair center:

- Vendor must be a Scott authorized warranty and repair center;
- Vendor must be an Interspiro authorized warranty and repair center; and
- Vendor must have an emergency 24/7 hotline for emergency repairs

The following services are required to maintain the equipment:

Scott liberty II Air Trailer (1)

Equipment:

1. Quarterly air quality test, as well as preventive maintenance.
2. O-rings for fill station that are user changeable (no technician required).

Training:

1. Four (4) hour block of basic operation and fundamentals of filling pressurized bottles.
2. Four (4) hour block on mobility/safety fundamentals for transport of trailer.

Haskel Oxygen Pump

Equipment:

1. Annual preventive maintenance
2. O-rings for oxygen bottles and Haskel stainless valve stems
3. Fill for large main feed oxygen bottle (approximately 1 every 6 months)

Training:

1. 8 hour block in house operator course

Drager Rebreather (24)

Equipment:

1. Replacement oxygen bottles
2. Drager sorb soda lime for recharging reusable filter cartridges
3. A-33 decontamination pellets for cleaning system
4. Factory pak filter canisters (5 year shelf life, one time use for actual event) 2 per unit minimum
5. Replacement batteries
6. Silicone based lubricant
7. Spare o-rings and tubes
8. Hardware fittings
9. Teflon tape

Training: Certification and recert for OHS/CT and Emergency Response Team members

1. Eight (8) hour block technician training for RZ-50 test cell
2. Eight (8) hour block operator course

Scott Air Pak SCBA

Equipment:

1. Replacement Scott bottles
2. Annual flow testing for 300 Scott Paeks
3. Annual flow testing for 16 Interspiro self contained breathing apparatus
4. Spare batteries
5. Spare O-rings

Training:

1. R.I.T. pack operator course.

Port-A-Count Fit Testing Instruments

Equipment:

1. Annual recertification and repair

Gas Masks and Filters

Equipment:

1. Clean and service Millennium Air Purifying Respirators
2. Replacement Millennium Air Purifying Respirators
3. CBRNE certified filters for Millennium Air Purifying Respirators
4. Drop down leg carry bags for Millennium Air Purifying Respirators